

**Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

# **NHS 111: NHS MANAGED SERVICES TELEPHONY INFRASTRUCTURE**

## **ORDER FORM**

## Order Form

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

# Further Competition Order Form Template

**CALL-OFF REFERENCE:** C66203

**THE BUYER:** NHS Commissioning Board (trading as NHSE)

**BUYER ADDRESS:** Quarry House, Quarry Hill, Leeds LS2 7UE

**SUPPLIER REFERENCE:** RM3808-0975

**THE SUPPLIER:** Vodafone Limited

**SUPPLIER ADDRESS:** Vodafone House, The Connection, Newbury, RG14 2FN

**REGISTRATION NUMBER:** 1471587

**DUNS NUMBER:** 226488435

**SID4GOV ID:** N/A

## APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 31st January 2022

It's issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

## CALL-OFF LOT(S):

Lot 4 - Inbound telephony services

## SERVICES

Notwithstanding anything else to the contrary in this Call-Off Contract, the Supplier shall:

- From 1st April 2022 provide the Existing Services to the Buyer and/or relevant Cluster Members (as the case may be) on terms that mirror those in the Existing Contract except that the term "Customer Authority" will be replaced by "Buyer", "Indirect Customer" by "Cluster Member" and "Contractor" by "Supplier";

OFFICIAL

**Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- Invoice for the Existing Services using the Existing Charges as the basis on which to calculate the amounts due, except as amended in accordance with Change Authorisation Notes CAN 001 through CAN 006 (inclusive); and
- From 1st August 2022 or (should it be later) from the relevant Operational Service Commencement Date of each of the Services, deliver the Services under this Call-Off Contract (as set out in Call-Off Schedule 20 (Call-Off Specification) and in accordance with Change Authorisation Notes CAN 001 through CAN 006 (inclusive)) for the Call-Off Contract Period.

The Services to be provided by the Supplier to the Buyer are set out in Call-Off Schedule 20 (Call-Off Specification).

**CALL-OFF INCORPORATED TERMS**

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

- Order Form (including Annex 1 to the Order Form);
- Core Terms; and
- Call-Off Schedules:
  - Call-Off Schedule 1 (Transparency Reports);
  - Call-Off Schedule 2 (Staff Transfer);
  - Call-Off Schedule 3 (Continuous Improvement);
  - Call-Off Schedule 4 (Call-Off Tender) – **Not Used**;
  - Call-Off Schedule 5 (Pricing Details);
  - Call-Off Schedule 6 (ICT Services);
  - Call-Off Schedule 7 (Key Supplier Staff);
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
  - Call-Off Schedule 9 (Security);
  - Call-Off Schedule 10 (Exit Management);
  - Call-Off Schedule 11 (Installation Works);
  - Call-Off Schedule 12 (Clustering);
  - Call-Off Schedule 13 (Implementation Plan and Testing);
  - Call-Off Schedule 14 (Service Levels);
  - Call-Off Schedule 15 (Call-Off Contract Management);
  - Call-Off Schedule 16 (Benchmarking);
  - Call-Off Schedule 17 (MOD Terms) – **Not Used**;
  - Call-Off Schedule 18 (Background Checks);
  - Call-Off Schedule 19 (Scottish Law) – **Not Used**;
  - Call-Off Schedule 20 (Call-Off Specification);
  - Call-Off Schedule 21 (Northern Ireland Law) – **Not Used**;
  - Call-Off Schedule 22 (Supplier-Furnished Terms);
  - Call-Off Schedule 23 (Definitions);
  - Call-Off Schedule 24 (Change Control Procedure);
  - Call-Off Schedule 25 (Insurance Requirements);

OFFICIAL

**Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- Call-Off Schedule 26 (Commercially Sensitive Information);
- Call-Off Schedule 27 (Corporate Social Responsibility);
- Call-Off Schedule 28 (Key Subcontractors);
- Call-Off Schedule 29 (Financial Difficulties);
- Call-Off Schedule 30 (Guarantee);
- Call-Off Schedule 31 (Minimum Standards of Reliability) – **Not Used**;
- Call-Off Schedule 32 (Rectification Plan);
- Call-Off Schedule 33 (Processing Data);
- Call-Off Schedule 34 (Supply Chain Visibility);
- Call-Off Schedule 35 (Co-operation); and
- Call-Off Schedule 36 (Dispute Resolution).

If the documents conflict, the order of precedence in Annex 1 to this Order Form applies.

No other Supplier terms form part of, or are incorporated into, the Call-Off Contract. That includes any terms written on the back of (or added to) this Order Form or presented by the Supplier or any Supplier Staff at the time of delivery or performance.

**CALL-OFF SPECIAL TERMS**

The Special Terms listed in Parts B and C to Annex 1 to this Order Form are incorporated into this Call-Off Contract.

**CALL-OFF START DATE:** the execution date of this Call-Off Contract

**CALL-OFF EXPIRY DATE:** the date which is three (3) Years from the first Operational Service Commencement Date or, if extended, the expiry date of the relevant Call-Off Optional Extension Period

**CALL-OFF INITIAL PERIOD:** the period from the Call-Off Start Date to the date which is three (3) Years from the first Operational Service Commencement Date

**CALL-OFF OPTIONAL EXTENSION PERIOD:** Two (2) further periods, each of up to two (2) years.

**MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION:**

Ninety (90) days.

**CALL-OFF DELIVERABLES**

OFFICIAL

Engrossment version – 27.01.2022



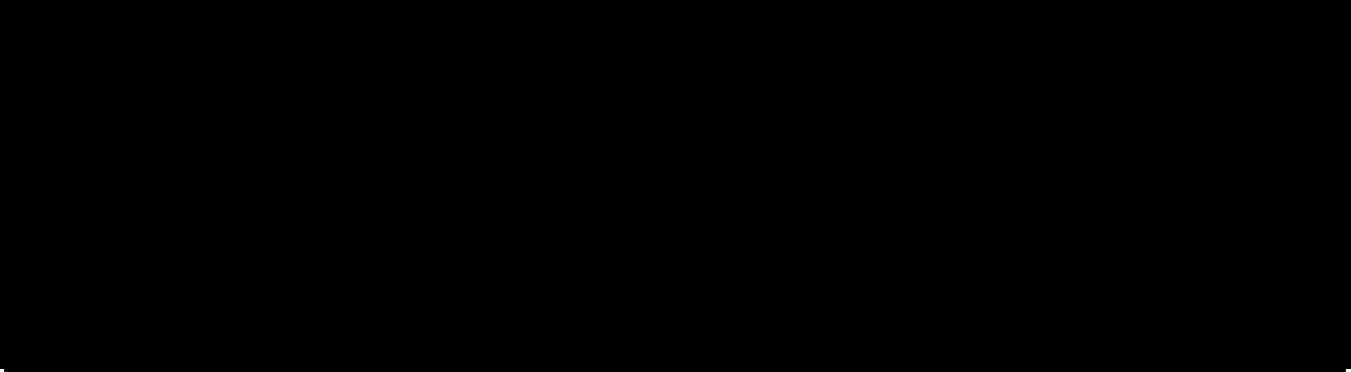
## **Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

See details in Call-Off Schedule 20 (Call-Off Specification).



## **CALL-OFF CHARGES**

See details in Call-Off Schedule 5 (Pricing Details) and any applicable provisions as set out in Annex 1 to this Order Form.

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

The Charges will not be impacted by any change to the Framework Prices.

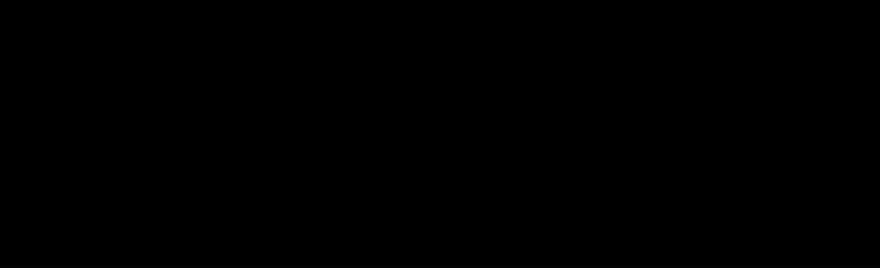
## **REIMBURSABLE EXPENSES**

Travel and subsistence expenses directly incurred by Supplier Staff in connection with the Services to be reimbursed as stated in Paragraph 5 of Call-Off Schedule 5 (Pricing Details) and will be subject to the Buyer Expenses Policy.

## **PAYMENT METHOD**

The Supplier shall have the ability to submit electronic invoices for the Services (which the Buyer can require to be submitted via its e-invoicing system), and the Buyer will make payment by thirty (30) days.

## **BUYER'S INVOICE ADDRESS**



Invoice addresses for Cluster Members shall be set out in the relevant Change Authorisation Note.

OFFICIAL

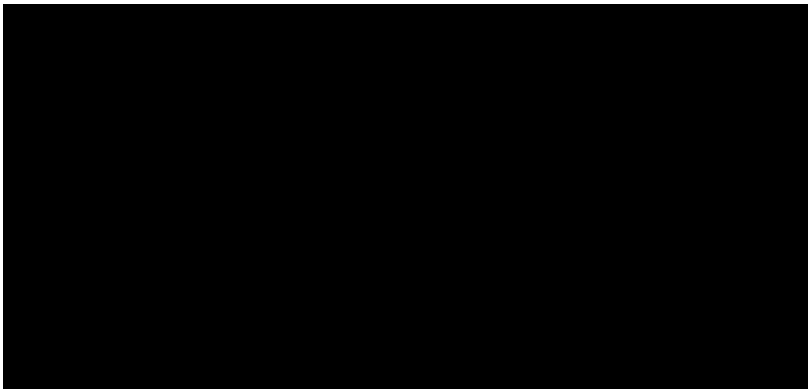
**Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**BUYER'S AUTHORISED REPRESENTATIVE**



**BUYER'S ENVIRONMENTAL POLICY**

Appended to Call-Off Schedule 27 (Corporate Social Responsibility).

**ADDITIONAL INSURANCES**

Details of Additional Insurances required in accordance with Call-Off Schedule 25 (Insurance Requirements).

**GUARANTEE**

A Call-Off Guarantee may be required (from a person connected to the Supplier who is suitable to the Buyer) from the Supplier at any time after the Call-Off Start Date in the form set out in Call-Off Schedule 30 (Guarantee).

**SOCIAL VALUE COMMITMENT**

Not applicable.

**STAFF TRANSFER**

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:

Part C (No Staff Transfer On Call-Off Start Date); and  
Part E (Staff Transfer on Exit).

**QUALITY PLAN**

The Supplier must provide the Buyer with Quality Plans pursuant to Call-Off Schedule 6 (ICT Services).

**MAINTENANCE OF ICT ENVIRONMENT**

OFFICIAL

## **Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

The Supplier must create, maintain and provide a Maintenance Schedule to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer as specified in Paragraph 8.1 of Call-Off Schedule 6 (ICT Services).

## **BUSINESS CONTINUITY AND DISASTER RECOVERY**

In accordance with Part B of Call-Off Schedule 8 (Business Continuity and Disaster Recovery), the Supplier shall prepare and deliver a bespoke, tailored BCDR Plan for the Buyer's Approval within three (3) Months of the Call-Off Start Date.

## **SECURITY REQUIREMENTS**

The Supplier shall prepare and submit a complete and updated Security Management Plan in accordance with (and shall comply with the requirements of) Call-Off Schedule 9 (Security).

## **BUYER'S INFORMATION SECURITY POLICY**

The Buyer's Information Security Policy at the Call-Off Start Date is appended to Call-Off Schedule 9 (Security).

## **INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)**

In accordance with Call-Off Schedule 9 (Security) the Buyer requires a bespoke ISMS.

## **CLUSTERING**

Deliverables shall be provided for the benefit of the Buyer and the Cluster Members in accordance with Call-Off Schedule 12 (Clustering).

## **SERVICE LEVELS AND SERVICE CREDITS**

Service Levels are listed in Part B, Annex 1 of Call-Off Schedule 14 (Service Levels). The Supplier shall monitor its performance against the relevant Service Level Performance Criteria.

The Service Level Threshold and Service Failure Threshold for each Deliverable is listed in Part B, Annex 1 to Call-Off Schedule 14 (Service Levels).

Service Credits will accrue in accordance with Part B, Annex 1 to Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is defined in Call-Off Schedule 23 (Definitions).

OFFICIAL

**Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

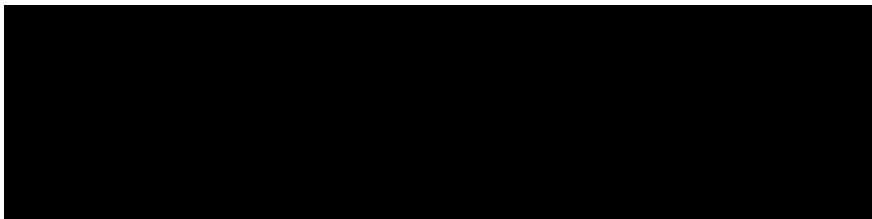
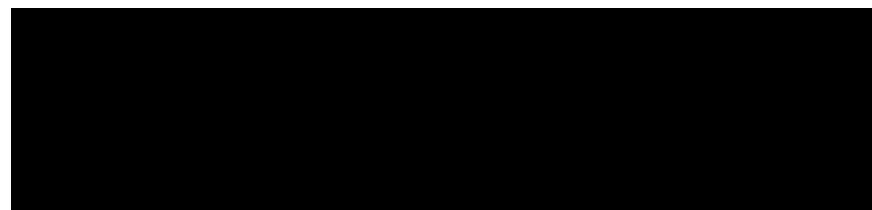
Crown Copyright 2018

NHS Commissioning Board Copyright 2020

The Service Period is defined in Call-Off Schedule 23 (Definitions).

**PERFORMANCE MONITORING**

Appended to Part C, Annex 1 to Call-Off Schedule 14 (Service Levels). Performance Monitoring Reports to be provided by the Supplier in accordance with Call-Off Schedule 14 (Service Levels), in addition to any financial and other reporting obligations required by or on behalf of the Buyer from time to time.

**SUPPLIER'S AUTHORISED REPRESENTATIVE****SUPPLIER'S CONTRACT MANAGER****PROGRESS REPORT FREQUENCY**

As set out in Part C to Call-Off Schedule 14 (Service Levels).

**PROGRESS MEETING FREQUENCY**

As set out in Part C to Call-Off Schedule 14 (Service Levels).

**BOARDS**

The Call-Off Contract governance arrangements, Board Members, frequency and location of Board meetings are detailed in Call-Off Schedule 15 (Call-Off Contract Management).

**KEY STAFF**

Details of the Key Staff are set out in Call-Off Schedule 7 (Key Supplier Staff).

**KEY SUBCONTRACTOR(S)**

**Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

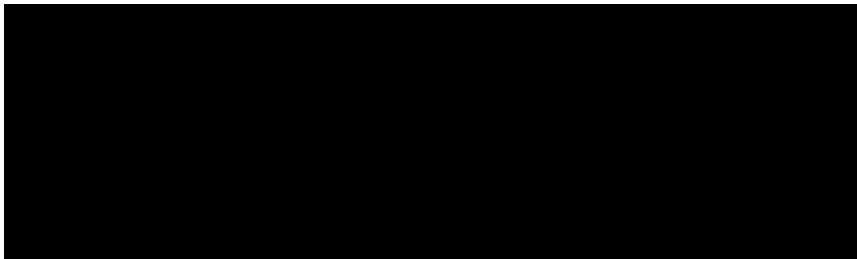
NHS Commissioning Board Copyright 2020

Details of the Supplier's Key Subcontractors are set out in Call-Off Schedule 28 (Key Subcontractors).

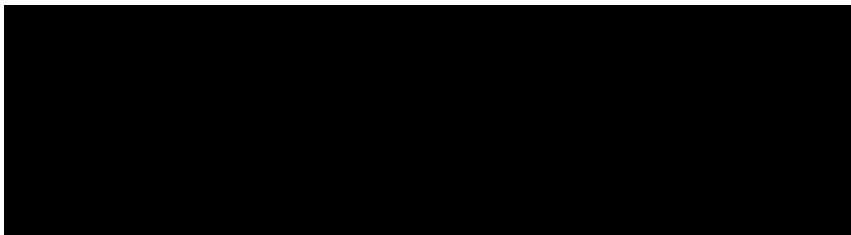
**COMMERCIALLY SENSITIVE INFORMATION**

Details of the Supplier's Commercially Sensitive Information is set out in Call-Off Schedule 26 (Commercially Sensitive Information).

**For and on behalf of the Supplier:**



**For and on behalf of the Buyer:**



**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

# **NHS 111: NHS MANAGED SERVICES TELEPHONY INFRASTRUCTURE**

## **ANNEX 1 OF THE ORDER FORM**

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Introduction**

1. The Parties agree that the Special Terms set out in this Annex 1 of the Order Form shall apply from the Call-Off Start Date.
2. Unless otherwise expressly stated below in this Annex 1 of the Order Form, words and expressions in this Annex 1 of the Order Form shall have the meanings given to them in the Call-Off Contract.
3. The Special Terms are made up of three parts as set out below:
  - 3.1. Part A – Special Terms – Structure of the Call-Off Contract and Order of Precedence;
  - 3.2. Part B – Special Terms – Amendments to the Core Terms; and
  - 3.3. Part C – Special Terms – Additional Special Terms.

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Part A – Special Terms – Structure of the Call-Off Contract and Order of Precedence**

4. The documents listed in the table below in this Paragraph 4 make up this Call-Off Contract:

4.1. the first column of the table lists the documents and Call-Off Schedules (as renumbered by the Buyer); and

4.2. where the numbering or name of a Call-Off Schedule has changed, the second column identifies the number and name of those documents as they were originally known under the Framework RM3808 (as templates).

| <b>This Call-Off Contract</b>                                   | <b>Previous title of the relevant document / schedule under the RM3808 Framework (if different)</b> |
|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Order Form                                                      | Framework Schedule 6                                                                                |
| Core Terms                                                      | N / A                                                                                               |
| Call-Off Schedule 1 (Transparency Reports)                      | N / A                                                                                               |
| Call-Off Schedule 2 (Staff Transfer)                            | N / A                                                                                               |
| Call-Off Schedule 3 (Continuous Improvement)                    | N / A                                                                                               |
| Call-Off Schedule 4 (Call-Off Tender) – <b>NOT USED</b>         | N / A                                                                                               |
| Call-Off Schedule 5 (Pricing Details)                           | N / A                                                                                               |
| Call-Off Schedule 6 (ICT Services)                              | N / A                                                                                               |
| Call-Off Schedule 7 (Key Supplier Staff)                        | N / A                                                                                               |
| Call-Off Schedule 8 (Business Continuity and Disaster Recovery) | N / A                                                                                               |
| Call-Off Schedule 9 (Security)                                  | N / A                                                                                               |

OFFICIAL



**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                               |                                   |
|---------------------------------------------------------------|-----------------------------------|
| Call-Off Schedule 10 (Exit Management)                        | N / A                             |
| Call-Off Schedule 11 (Installation Works)                     | N / A                             |
| Call-Off Schedule 12 (Clustering)                             | N / A                             |
| Call-Off Schedule 13 (Implementation Plan and Testing)        | N / A                             |
| Call-Off Schedule 14 (Service Levels)                         | N / A                             |
| Call-Off Schedule 15 (Call-Off Contract Management)           | N / A                             |
| Call-Off Schedule 16 (Benchmarking)                           | N / A                             |
| Call-Off Schedule 17 (MOD Terms) – <b>NOT USED</b>            | N / A                             |
| Call-Off Schedule 18 (Background Checks)                      | N / A                             |
| Call-Off Schedule 19 (Scottish Law) – <b>NOT USED</b>         | N / A                             |
| Call-Off Schedule 20 (Call-Off Specification)                 | N / A                             |
| Call-Off Schedule 21 (Northern Ireland Law) – <b>NOT USED</b> | N / A                             |
| Call-Off Schedule 22 (Supplier-Furnished Terms)               | N / A                             |
| Call-Off Schedule 23 (Definitions)                            | Joint Schedule 1 (Definitions)    |
| Call-Off Schedule 24 (Change Control Procedure)               | Joint Schedule 2 (Variation Form) |
| Call-Off Schedule 25 (Insurance                               | Joint Schedule 3 (Insurance       |

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| Requirements)                                                             | Requirements)                                         |
|---------------------------------------------------------------------------|-------------------------------------------------------|
| Call-Off Schedule 26 (Commercially Sensitive Information)                 | Joint Schedule 4 (Commercially Sensitive Information) |
| Call-Off Schedule 27 (Corporate Social Responsibility)                    | Joint Schedule 5 (Corporate Social Responsibility)    |
| Call-Off Schedule 28 (Key Subcontractors)                                 | Joint Schedule 6 (Key Subcontractors)                 |
| Call-Off Schedule 29 (Financial Difficulties)                             | Joint Schedule 7 (Financial Difficulties)             |
| Call-Off Schedule 30 (Guarantee)                                          | Joint Schedule 8 (Guarantee)                          |
| Call-Off Schedule 31 (Minimum Standards of Reliability) – <b>NOT USED</b> | Joint Schedule 9 (Minimum Standards of Reliability)   |
| Call-Off Schedule 32 (Rectification Plan)                                 | Joint Schedule 10 (Rectification Plan)                |
| Call-Off Schedule 33 (Processing Data)                                    | Joint Schedule 11 (Processing Data)                   |
| Call-Off Schedule 34 (Supply Chain Visibility)                            | Joint Schedule 12 (Supply Chain Visibility)           |
| Call-Off Schedule 35 (Co-operation)                                       | N / A                                                 |
| Call-Off Schedule 36 (Dispute Resolution)                                 | N / A                                                 |

5. References to any of the Joint Schedules 1 to 12 in any of the Call-Off Schedules are to the relevant corresponding Call-Off Schedules 23 to 34 as listed in the table above in Paragraph 4 of this Annex 1 of the Order Form.
6. The Parties agree that any amendments to the Core Terms and the Joint Schedules under this Call-Off Contract shall only apply between the Buyer and the Supplier and such amendments shall not apply to CCS (the Authority in the context of the Framework Contract). To the extent that CCS has any rights under the Framework Contract, Core Terms and/or Joint Schedules (both as attached to the Framework Contract) nothing in this Call-Off Contract affects any such rights.

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

7. The following documents are incorporated into this Call-Off Contract. If the documents conflict, the following order of precedence applies:

7.1. the Order Form including Annex 1 of the Order Form;

7.2. Call-Off Schedule 23 (Definitions);

7.3. Call-Off Schedule 12 (Clustering);

7.4. the following Call-Off Schedules in equal order of precedence:

7.4.1. Call-Off Schedule 24 (Change Control Procedure);

7.4.2. Call-Off Schedule 25 (Insurance Requirements);

7.4.3. Call-Off Schedule 26 (Commercially Sensitive Information);

7.4.4. Call-Off Schedule 27 (Corporate Social Responsibility) but excluding the Sustainability Plan;

7.4.5. Call-Off Schedule 28 (Key Subcontractors);

7.4.6. Call-Off Schedule 29 (Financial Difficulties);

7.4.7. Call-Off Schedule 30 (Guarantee);

7.4.8. Call-Off Schedule 31 (Minimum Standards of Reliability) – **Not Used**;

7.4.9. Call-Off Schedule 32 (Rectification Plan) but excluding the Rectification Plan;

7.4.10. Call-Off Schedule 33 (Processing Data)

7.5. the following Call-Off Schedules in equal order of precedence:

7.5.1. Call-Off Schedule 1 (Transparency Reports);

7.5.2. Call-Off Schedule 2 (Staff Transfer);

7.5.3. Call-Off Schedule 3 (Continuous Improvement);

7.5.4. Call-Off Schedule 5 (Pricing Details);

7.5.5. Call-Off Schedule 6 (ICT Services);

7.5.6. Call-Off Schedule 7 (Key Supplier Staff);

7.5.7. Call-Off Schedule 8 (Business Continuity and Disaster Recovery) but excluding the BCDR Plan;

7.5.8. Call-Off Schedule 9 (Security) but excluding the Security Management Plan;

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 7.5.9. Call-Off Schedule 10 (Exit Management);
- 7.5.10. Call-Off Schedule 11 (Installation Works);
- 7.5.11. Call-Off Schedule 13 (Implementation Plan and Testing) but excluding the Implementation Plan;
- 7.5.12. Call-Off Schedule 14 (Service Levels);
- 7.5.13. Call-Off Schedule 15 (Call-Off Contract Management);
- 7.5.14. Call-Off Schedule 16 (Benchmarking);
- 7.5.15. Call-Off Schedule 17 (MOD Terms) – **Not Used**;
- 7.5.16. Call-Off Schedule 18 (Background Checks);
- 7.5.17. Call-Off Schedule 19 (Scottish Law) – **Not Used**;
- 7.5.18. Call-Off Schedule 20 (Call-Off Specification) but excluding Part B (Supplier Solution) of Call-Off Schedule 20 (Call-Off Specification);
- 7.5.19. Call-Off Schedule 21 (Northern Ireland Law) – **Not Used**;
- 7.5.20. Call-Off Schedule 34 (Supply Chain Visibility);
- 7.5.21. Call-Off Schedule 35 (Co-operation);
- 7.5.22. Call-Off Schedule 36 (Dispute Resolution);
- 7.6. the Core Terms;
- 7.7. Call-Off Schedule 22 (Supplier-Furnished Terms);
- 7.8. Call-Off Schedule 4 (Call-Off Tender) – **Not Used**;
- 7.9. the following documents in equal order of precedence:
  - 7.9.1. Part B (Supplier Solution) of Call-Off Schedule 20 (Call-Off Specification);
  - 7.9.2. the BCDR Plan;
  - 7.9.3. the Security Management Plan;
  - 7.9.4. any Implementation Plan;
  - 7.9.5. the Sustainability Plan; and
  - 7.9.6. any Rectification Plan.

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

8. No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.
9. Where any of the provisions of this Call-Off Contract originate from Framework RM3808, CCS owns the copyright in such provisions. Where any of the provisions of this Call-Off Contract are additions to or amendments to the framework provisions, the copyright in such provisions is owned by the NHS Commissioning Board.

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Part B – Special Terms – Amendments to the Core Terms**

10. The following Core Terms are hereby amended as follows:

10.1. Clause 1 shall be amended as follows:

1.1 ~~Interpret this Contract using Joint Schedule 1 (Definitions)~~Capitalised terms used throughout this Call-Off Contract shall be given the meanings and interpretation in accordance with the following documents and in the following order of priority:

1.1.1 Call-Off Schedule 23 (Definitions);

1.1.2 their meanings given in the ITIL; or

1.1.3 their ordinary dictionary meaning.

1.2 References to:

1.2.1 “the Buyer” (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Cluster Members unless the NHS Commissioning Board otherwise specifies or as expressly set out in the Call-Off Contract;

1.2.2 “Contract” shall refer to the “Call-Off Contract”;

1.2.3 “End Date” shall mean “Call-Off End Date”

1.2.4 “Government Data” shall refer to “Buyer Data”;

1.2.5 “other contractors” shall mean “Other Suppliers (including their subcontractors)”;

1.2.6 “Start Date” shall mean “Call-Off Start Date”;

1.2.7 “third party suppliers” shall mean “Other Suppliers”;

1.2.8 “Variation” shall mean “Change”;

1.2.9 “Variation Procedure” shall mean “Change Control Procedure”; and

1.2.10 “Variation Form” shall mean “Change Request” and/or “Change Authorisation Note” as the context requires.

10.2. Clause 3.1.1 shall be amended as follows:

3.1.1 The Supplier must provide Deliverables:

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- that comply with the Call-Off Specification, the Framework Tender Response and, in relation to ~~a~~the Call-Off Contract, the Call-Off Tender (if there is one)
- to a professional standard
- using reasonable skill and care
- using Good Industry Practice
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Call-Off Contract
- on the dates agreed
- that comply with Law
- in accordance with the applicable provisions of this Call-Off Contract including in accordance with the provisions set out in the Call-Off Schedules to this Call-Off Contract
- in accordance with the Standards and quality requirements contained in Call-Off Schedule 6 (ICT Services) including its Annexes.

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

10.3. Clause 3.3.3 shall be amended as follows:

3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services including in accordance with the requirements of Call-Off Schedule 6 (ICT Services).

10.4. Clause 3.3.4 shall be amended as follows:

3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to the Call-Off each Contract including in accordance with the requirements of Call-Off Schedule 6 (ICT Services).

10.5. Clause 3.3.7 shall be amended as follows:

3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Call-Off Contract where permitted by, in accordance with, and in the circumstances referred to in, Call-Off Schedule 5 (Pricing Details) and Call-Off Schedule 12 (Clustering).

10.6. A new Clause 3.3.8 shall be inserted as follows:

3.3.8 If the Supplier fails to provide the Services or to comply with its obligations in accordance with this Call-Off Contract, the Buyer may, without prejudice to its other rights, require the Supplier to re-perform the Services or to comply with its obligations under this Call-Off Contract.

10.7. A new Clause 3.3.9 shall be inserted as follows:

3.3.9 Within thirty (30) Working Days of the Service Readiness Date (or such other period as specified in the Implementation Plan or otherwise agreed by the Parties in writing), the Supplier shall deliver a draft Call-Off Operating Manual (or as applicable an updated Call-Off Operating Manual) to the Buyer for its Approval. If the Buyer does not Approve the draft (or updated) Call-Off Operating Manual it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft (or updated) Call-Off Operating Manual, which shall be resubmitted to the Buyer within five (5) Working Days (or such other period as the Buyer may permit and notify the Supplier in writing) of the rejection of the first draft. The Supplier shall comply with the Call-Off Operating Manual following its Approval by the Buyer. Approval of the Call-Off Operating Manual by the Buyer shall not relieve the Supplier of any responsibility to deliver the Services in accordance with this Call-Off Contract.

10.8. Clause 4.1 shall be amended as follows:

4.1 In exchange for full and proper performance by the Supplier of its obligations under the Call-Off Contract including the provision offer

OFFICIAL



**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

the Deliverables, the Supplier must invoice the Buyer for the Charges in accordance with the Order Form and/or Call-Off Schedule 5 (Pricing Details).

10.9. Clause 4.5 shall be amended as follows:

4.5 A Supplier invoice is only valid if it:

- includes all appropriate references including the Call-Off Contract reference number and other details reasonably requested by the Buyer
- includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
- doesn't include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge)
- complies with the requirements listed in Paragraph 11 of Call-Off Schedule 5 (Pricing Details).

10..10. Clause 5 (The Buyer's obligations to the Supplier) shall be amended as follows:

5.1 If Supplier Non-Performance arises from an ~~Authority~~ Buyer Cause:

- neither CCS nor the Buyer can terminate a the Call-Off Contract under Clause 10.4.1
- the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Call-Off Contract
- the Supplier is entitled to additional time needed to make the Delivery. Such additional time shall be no greater than the period of delay directly attributable to the Buyer Cause.
- the Supplier cannot suspend the ongoing supply of Deliverables

5.2 Clause 5.1 only applies if the Supplier:

- gives notice to the Party responsible for the ~~Authority~~ Buyer Cause within ten (10) Working Days of becoming aware
- demonstrates that the Supplier Non-Performance only happened because of the ~~Authority~~ Buyer Cause
- mitigated the impact of the ~~Authority~~ Buyer Cause

5.3 Call-Off Schedule 20 (Call-Off Specification) sets out the Buyer Responsibilities in connection with the delivery of the Supplier Solution to meet the Service Requirements. Any obligations of the Buyer specified elsewhere in this Call-Off Contract shall not be Buyer Responsibilities unless they are specifically highlighted as Buyer Responsibilities in Call-Off Schedule 20 (Call-Off Specification).

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

10.11. Clause 6.2 shall be amended as follows:

- 6.2 The Supplier must keep and maintain (at the Supplier's expense) full and accurate records and accounts on everything to do with the Contract for seven (7) years after the Call-Off End Date including but not limited to:
- 6.2.1 the records referred to in Call-Off Schedule 20 (Call-Off Specification);
  - 6.2.2 Delay Reports;
  - 6.2.3 Test Reports;
  - 6.2.4 Management Information reports for all Services, including:
    - 6.2.4.1 change management reports in respect of Contract Changes, Operational Changes and Service Requests;
    - 6.2.4.2 incident, problem, capacity, financial and other ITIL management reports; and
    - 6.2.4.3 Performance Monitoring Reports;
  - 6.2.5 annual report on the Insurances to be maintained in accordance with this Call-Off Contract;
  - 6.2.6 security reports (including reports relating to the Supplier's compliance with any accreditation required under this Call-Off Contract);
  - 6.2.7 cost centre reports, reports relating to the Base Case Financial Model and other cost management report;
  - 6.2.8 Force Majeure Event reports;
  - 6.2.9 BCDR Test Reports;
  - 6.2.10 records relating to the appointment and succession of the Supplier Representative and each member of the Key Supplier Staff;
  - 6.2.11 all operation and maintenance manuals prepared by the Supplier for the purpose of maintaining the provision of the Services and the underlying ICT Environment and Supplier Equipment;
  - 6.2.12 financial records including audited and unaudited accounts of the Supplier and the Call-Off Guarantor;

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

6.2.13 all monitoring or system logs (including Incident logs);

6.2.14 such other reports set out in this Call-Off Contract (including in the Service Requirements and/or Supplier Solution); and

6.2.15 any other reports relating to this Call-Off Contract (including Delivery of the Services) the Buyer may reasonably require from time to time,

or equivalent documents containing the relevant information, in each case unless the contrary is expressly stated within the Call-Off Contract, and subject always to the requirements of applicable Data Protection Legislation and the data retention restrictions imposed on the Supplier by Call-Off Schedule 33 (Processing Data).

10.12. Clause 6.5 shall be amended as follows:

6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- tell the Buyer~~Relevant Authority~~ and give reasons
- propose corrective action, respond to a Request for a Rectification Plan issued by the Buyer in accordance with Call-Off Schedule 32 (Rectification Plan) or respond to a Step-In Notice served by the Buyer in accordance with Clause 40.1
- provide a deadline for completing the corrective action.

10.13. New Clauses 6.8 to 6.13 shall be inserted as follows:

6.8 Without prejudice to the monitoring rights which the Buyer has under this Call-Off Contract, the Supplier shall submit Management Information to the Buyer throughout the Call-Off Contract Period on the MI Reporting Date. The Buyer may audit the Management Information in accordance with this Clause 6 (Record Keeping and Reporting).

6.9 The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver Management Information to the Buyer in accordance with this Call-Off Contract.

6.10 The Supplier permits the Buyer to use the Management Information and any such third parties with whom the Management Information is shared in accordance with Clause 6.11 below in connection with their normal operational activities.

6.11 The Buyer may share the Management Information with CCS, any Cluster Member and/or any other Crown Body.

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

6.12 In the event that the Buyer shares the Management Information, any Crown Body or Cluster Members receiving such Management Information shall be informed of the sensitive nature thereof and shall be requested not to disclose it to any body who is not a Crown Body or Cluster Members (unless required to do so by Law).

6.13 The Buyer may, in accordance with the Change Control Procedure, make changes to the Management Information which the Supplier is required to supply.

10.14. Clause 7.1 shall be amended as follows:

7.1 The Supplier Staff involved in the performance of ~~each~~the Call-Off Contract must:

- be appropriately trained and qualified in accordance with the Standards
- be vetted using Good Industry Practice, ~~and the Information Security Policy~~ (and the requirements of Call-Off Schedule 9 (Security)) and the relevant background checks undertaken by the Buyer as permitted by and specified in Call-Off Schedule 18 (Background Checks)
- comply with all conduct requirements when on the Buyer Premises

10.15. Clause 8.1 shall be amended as follows:

8.1 The Supplier warrants and represents that:

- it has full capacity and authority to enter into and to perform ~~each~~the Call-Off Contract
- ~~each~~the Call-Off Contract is executed by its authorised representative
- it is a legally valid and existing organisation incorporated in the place it was formed
- there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform ~~each~~the Call-Off Contract
- it maintains all necessary rights, authorisations, licences and consents to perform its obligations under ~~each~~the Call-Off Contract
- it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform ~~each~~the Call-Off Contract
- it is not impacted by an Insolvency Event or Financial Distress Event
- it will comply with ~~each~~the Call-Off Contract

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- once duly executed this Call-Off Contract shall constitute its legal, valid and binding obligations
- it has and will continue to hold all necessary regulatory approvals (if any) from the Regulatory Bodies necessary to perform its obligations under this Call-Off Contract
- it has and will continue to have all necessary Intellectual Property Rights in and to all materials made available to the Buyer by the Supplier and/or the Subcontractors in connection with this Call-Off Contract;
- it shall take all measures necessary to avoid and prevent any and all data loss and data corruption during the provision of the Services including as required by the Security Requirements;
- all Supplier Staff are appropriately qualified, trained, and experienced to provide the Services in accordance with this Call-Off Contract;
- it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under this Call-Off Contract; and
- any manuals or other explanatory documentation provided by the Supplier to the Buyer (or any Cluster Member) in respect of the use of the Services will contain all necessary information and explanation required for the purpose of executing the Exit Plan and for suitably experienced and qualified employees of the Buyer or of the Replacement Supplier to be able to use the Software and receive the Services and to perform the Replacement Services on termination or expiry.

10.16.

8.3

- 
- 
- 
- 

10.17. Clause 9.2 shall be amended as follows:

- 9.2 Any New IPR created under at this Call-Off Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Call-Off Contract Period. For the avoidance of doubt, the Routing Data, the Routing Database schema, the Natural Language

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Processing (NLP) Dictionary, scripts, methodologies, assessment algorithms, decision trees and other clinical content contained therein shall be New IPRs.

10.18. Clause 9.3 shall be amended as follows:

9.3 Where a Party acquires ownership of IPRs incorrectly under this Call-Off Contract it must do everything reasonably necessary to complete a transfer assigning full title and rights to, and interests in, the IPRs ~~them~~ in writing to the other Party on request and at its own cost.

10.19. Clause 10.2 shall be amended as follows:

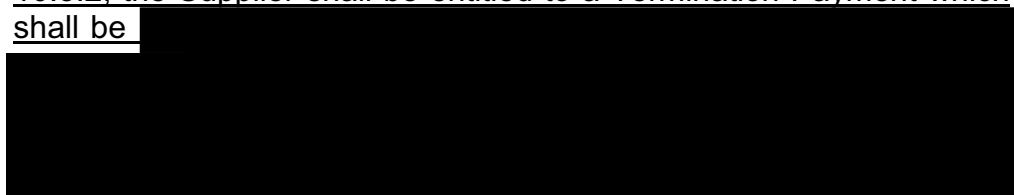
10.2 The ~~Buyer~~Relevant Authority can extend the Call-Off Contract for the Call-Off Optional Extension Period by giving the Supplier no less than three (3) Months' written notice before the Call-Off Contract expires. Without prejudice to the foregoing, at least nine (9) Months prior to the expiry of the Call-Off Initial Period and the Call-Off Optional Extension Period, the Buyer shall convene a meeting with the Supplier to consider in good faith whether any further Call-Off Optional Extension Period shall be elected by the Buyer in accordance with the terms of this Call-Off Contract.

10.20. Clause 10.3 shall be amended as follows:

10.3.1 CCS has the right to terminate the Framework Contract at any time without reason or liability by giving the Supplier at least thirty (30) days' notice and if it's terminated Clause 10.5.2 to 10.5.107 applies.

10.3.2 ~~Subject to Clauses 10.3.3, 10.3.4 and 10.3.5, the~~Each Buyer has the right to terminate (in whole or in part) their Call-Off Contract at any time by giving the Supplier not less than the minimum period of notice specified in the Order Form. Under such circumstances the Buyer agrees to pay the Supplier's reasonable and proven unavoidable Losses resulting from termination of the Call-Off Contract, provided that the Supplier takes all reasonable steps to minimise such Losses. The Supplier will give the Customer a fully itemised list of such Losses, with supporting evidence, to support their claim for payment. After the Call-Off Contract ends without reason or liability by giving the Supplier not less than ninety (90) days' written notice and if it's terminated (in whole or in part) Clauses 10.5.2 to 10.5.107 will apply.

10.3.3 Where, during the Call-Off Initial Period, the Buyer terminates this Call-Off Contract (or any part) for convenience pursuant to Clause 10.3.2, the Supplier shall be entitled to a Termination Payment which shall be



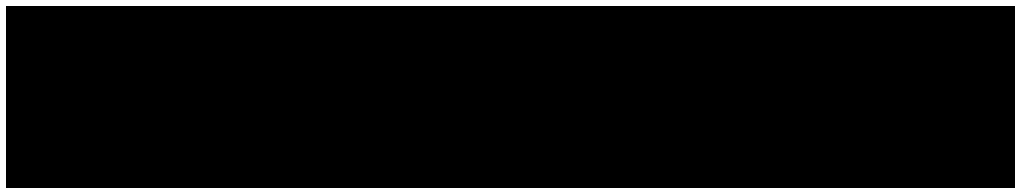
OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

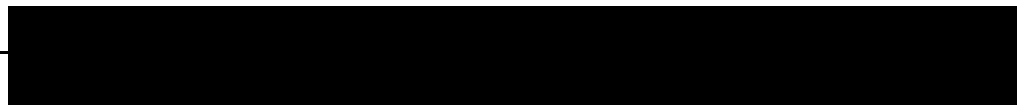
Crown Copyright 2018

NHS Commissioning Board Copyright 2020



10.3.4 For the avoidance of doubt, no Termination Payment shall be payable: (i) in any circumstances other than those set out in Clause 10.3.3; or (ii) in respect of Services terminated during any and all Call-Off Optional Extension Periods.

10.3.5



10.21. Clause 10.4.1 shall be amended as follows:

10.4.1 Unless otherwise stated below in this Clause 10.4.1, if any of the following events happen, the ~~Buyer~~Relevant Authority has the right to immediately terminate ~~its~~the Call-Off Contract by issuing a Termination Notice to the Supplier:

- there's a Supplier Insolvency Event
- there's a ~~Contract~~Default that is not corrected in line with an accepted Rectification Plan
- there's a Default that is not corrected in line with a Step-In Notice
- where the Supplier commits a material Default of any health and safety requirement which results in the criminal investigation, prosecution and Conviction of the Supplier or any Subcontractor under the health and safety regime where it would be reasonable and proportionate to do so in the light of the gravity and other circumstances of any offence
- as a result of the Supplier's Default the Buyer suffers damages that exceed seventy five percent (75%) of the aggregate value of one (1) or more relevant liability caps as set out in Clause 11 (How much you can be held responsible for) of this Call-Off Contract. If the Supplier wishes to put forward proposals to increase its liability caps set out in Clause 11 (How much you can be held responsible for) of this Call-Off Contract so as to avoid this Call-Off Contract being terminated in accordance with this Clause 10.4.1, it shall notify the Buyer (being NHS Commissioning Board only) in writing and put forward increased liability caps within two (2) Working Days (or such other period as the Buyer (being NHS Commissioning Board only) is prepared to agree to in writing) of receipt of the Buyer's (being NHS Commissioning Board only) notice. The decision as to whether to accept the proposed increased liability caps shall be determined solely by the Buyer (being NHS Commissioning Board only) and its decision shall be final and conclusive

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- the ~~Buyer~~Relevant Authority rejects a Rectification Plan or the Supplier does not provide it within ten (10) days of the request
- there's any material Default of the Call-Off Contract or any material Default of any individual Services under the Call-Off Contract
- there's a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to ~~any~~the Call-Off Contract
- there's a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management)
- there's a Change of Control of the Supplier which isn't pre-approved by the ~~Buyer~~Relevant Authority in writing
- there's a ~~Change~~Variation to the Call-Off Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- if the ~~Buyer~~Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Call-Off Contract was awarded
- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Call-Off Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
- the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them; and

If the Supplier fails to Achieve the relevant Service Readiness Milestones identified in Call-Off Schedule 13 (Implementation and Testing) by the date that is three (3) Months from the relevant Service Readiness Date (or such other period as may be agreed under a Rectification Plan) for such Service Readiness Milestones, then:

- (i) in relation to Service Readiness Milestones set out in Part A, Annex 1 Outline Implementation Plan of Call-Off Schedule 13 (Implementation and Testing), the Buyer shall be entitled to terminate the Call-Off Contract; and
- (ii) in relation to Service Readiness Milestones that relate to the readiness of the items to be provided under the relevant order under the Call-Off Catalogue, the Cluster Member or Buyer, as applicable, shall be entitled to terminate their respective order.

10.22. Clause 10.5 (What happens if the contract ends) shall be amended as follows:

10.5.4 The Supplier must promptly delete or return the ~~Government~~Buyer Data except where required to retain copies by Law.

OFFICIAL



**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 10.5.5 The Supplier must promptly return any of CCS or the Buyer Property provided under the terminated Call-Off Contract.
- 10.5.6 The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
- 10.5.7 The following Clauses survive the termination of ~~each~~ the Call-Off Contract: 1, 3.2.10, 6, 7.5, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Call-Off Schedules which are expressly or by implication intended to continue.
- 10.5.8 The Supplier shall return to the Buyer on demand the aggregate sum of all Milestone Payments paid to the Supplier in respect of the Achievement of Milestones if this Call-Off Contract is terminated by the Buyer pursuant to Clause 10.4.1 before the first Operational Service Commencement Date.
- 10.5.9 In the event of termination (however arising) or expiry, the Supplier shall repay to the Buyer all Charges it has been paid in advance in respect of Services not provided by the Supplier as at the date of expiry or termination (save to the extent that such Services are provided after such date pursuant to Call-Off Schedule 10 (Exit Management)).
- 10.5.10 Where CCS exercises the right to terminate the Framework Contract, the Supplier shall provide all information required by the Buyer to enable the Buyer to vet new and/or existing Subcontractors.
- 10.23. Clause 10.6.1 (When the supplier can end the contract) shall be amended as follows:
- 10.6.1 The Supplier can issue a Reminder Notice if the Buyer or any Cluster Member does not pay an undisputed invoice on time. The Supplier ~~may~~ can terminate ~~at the~~ the Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over ten percent (10%) of the annual Contract Value within ~~30 days~~ three (3) Months of the date of the Reminder Notice. The Supplier's right to terminate the Call-Off Contract in its entirety under this Clause 10.6.1 shall not apply to any failure of a Cluster Member to pay an undisputed sum for which it is liable to pay to the Supplier under this Call-Off Contract.
- 10.24. Clause 10.7 (When subcontracts can be ended) shall be amended as follows:
- 10.7 At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:
- there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer ~~Relevant Authority~~ in writing

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4 of the Call-Off Contract
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the ~~Buyer~~ Relevant Authority
- any circumstance subsequently transpires that would have caused the Buyer to withhold their consent to the appointment of a Key Subcontractor on the grounds listed in Call-Off Schedule 28 (Key Subcontractors), had that same circumstance applied when the Supplier initially requested the Buyer's consent.

10.25. Clause 10.8 (Partially ending and suspending the contract) shall be amended as follows:

**10.8 Partially ending and suspending the contract**

10.8.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

10.8.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

10.8.3 Where the Buyer has the right to terminate ~~at the~~ the Call-Off Contract it can terminate or suspend (for any period), all or part of it (including all or part of any Services to the Buyer or a Cluster Member). If the Buyer suspends ~~at the~~ the Call-Off Contract it can provide the Deliverables itself or buy them from a third party.

10.8.4 The ~~Buyer~~ Relevant Authority can only partially terminate or suspend ~~at the~~ the Call-Off Contract if the remaining parts of ~~that~~ the Call-Off Contract can still be used to effectively deliver the intended purpose.

10.8.5 The Parties must agree any necessary Change ~~Variation~~ required by Clause 10.8 using the Change Control Procedure ~~Variation Procedure~~, but the Supplier may not either:

- reject the Change ~~Variation~~
- increase the Charges, except where the right to Partial Termination is under Clause 10.3

10.8.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

10.8.7 The Supplier cannot at any time suspend the performance of the Call-Off Contract, including to any Cluster Member save as provided otherwise in Paragraph 3.15.8 of Call-Off Schedule 12 (Clustering).

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

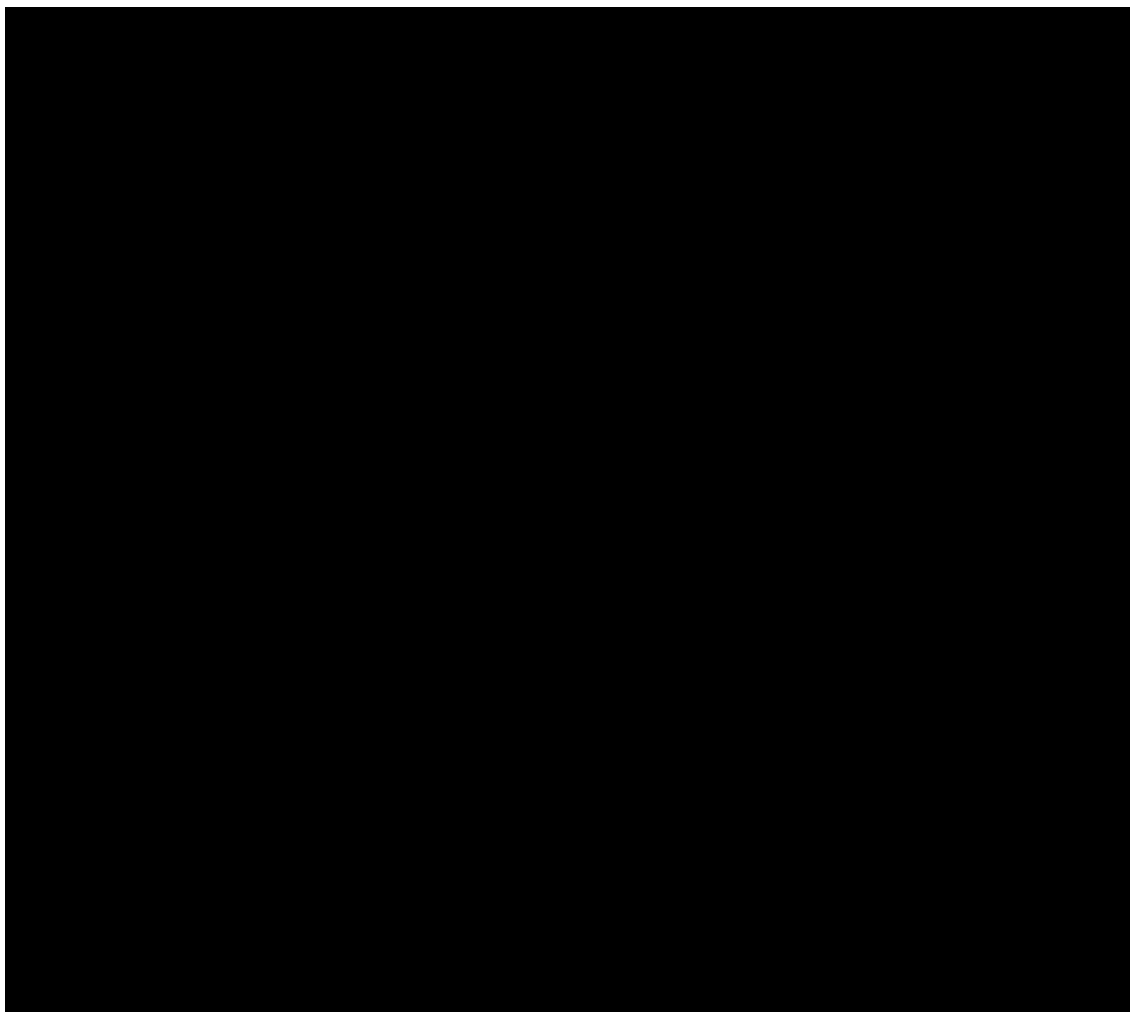
Crown Copyright 2018

NHS Commissioning Board Copyright 2020

10.26. A new Clause 10.9 shall be added as follows:

10.9 Without prejudice to Clause 10.8.3, in the event that Scotland exits the United Kingdom and the Buyer (being NHS Commissioning Board) ceases to hold the necessary powers to administer the Call-Off Contract on behalf of the body responsible for the provision of the 111 Number and the routing of calls to the provider(s) in Scotland (who, at the Call-Off Start Date, is NHS24) the Buyer has the right without liability to immediately terminate such part of the Call-Off Contract relating to such body by issuing a Termination Notice to the Supplier and such termination shall not be a termination under Clause 10.3.2. For the avoidance of doubt, the Buyer (being NHS Commissioning Board) shall, where the body responsible for the provision of the 111 Number and the routing of calls to the provider in Scotland wishes to continue to be a Cluster Member post-exit from the United Kingdom, use reasonable endeavours to procure the necessary powers post-exit of Scotland from the United Kingdom to administer the Call-Off Contract on their behalf.

10.27. Clause 11 (How much you can be held responsible for) shall be amended as follows:



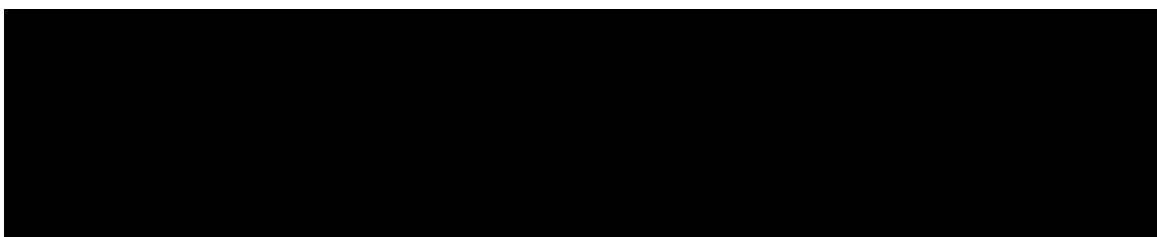
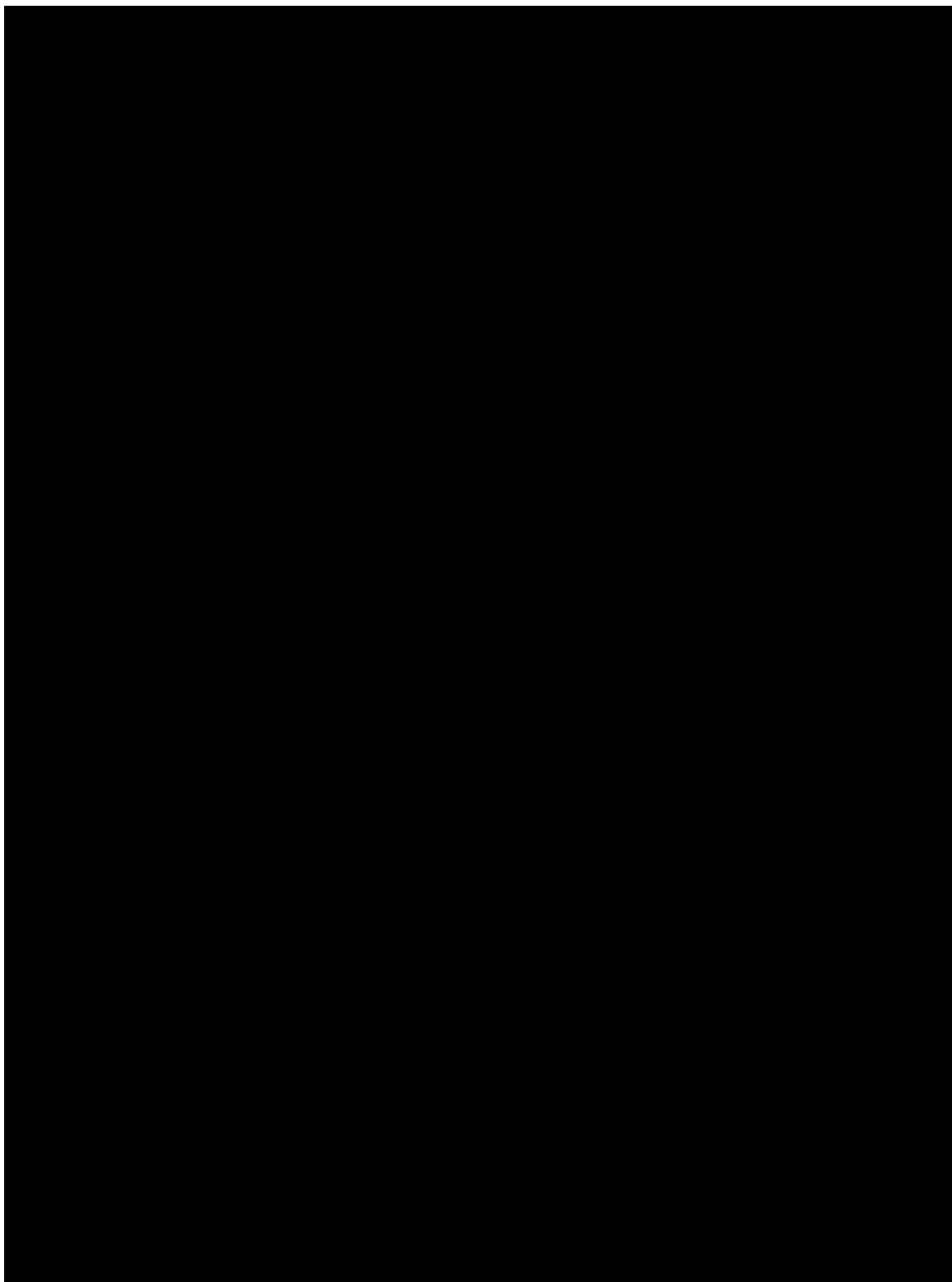
OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



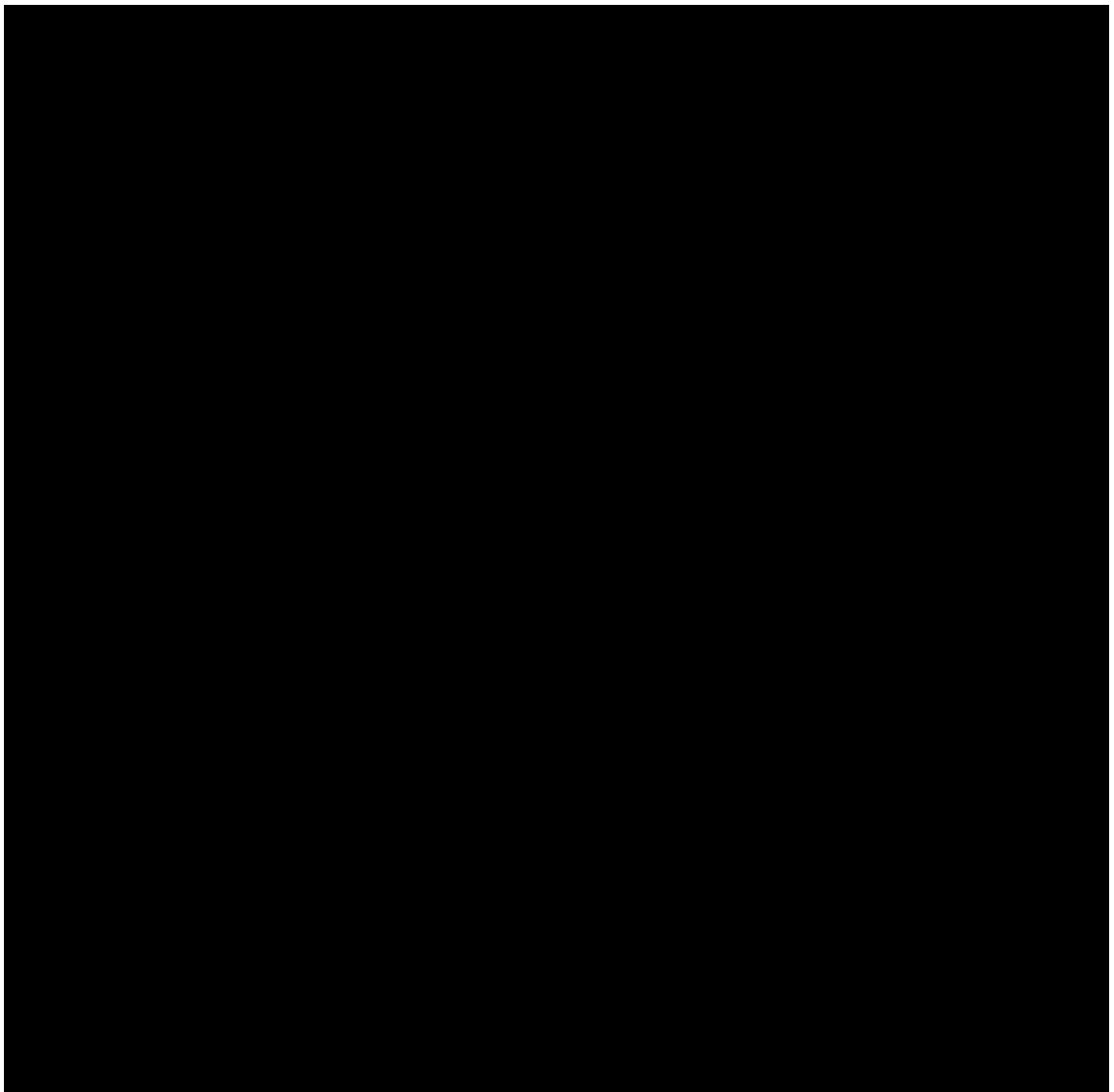
OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



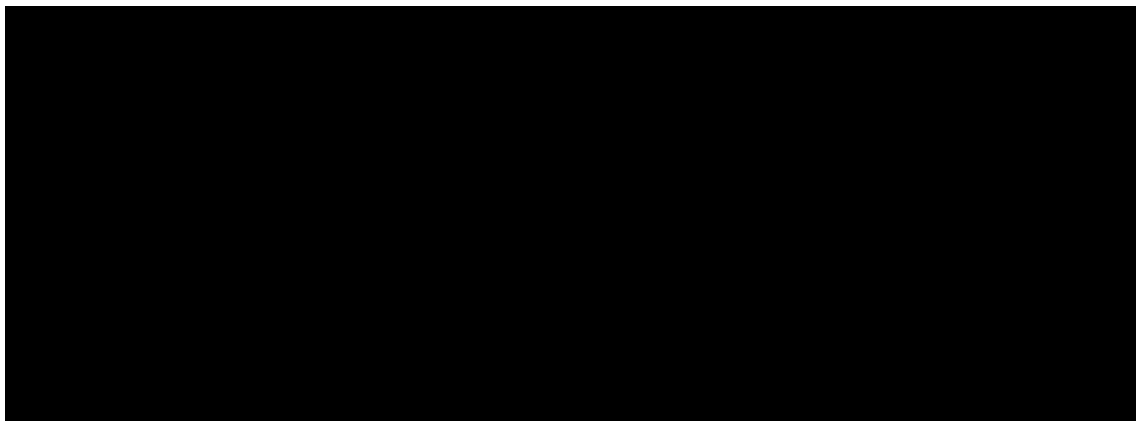
OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



10.28. Clause 14 (Data protection) shall be amended as follows:

- 14.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer Relevant Authority is the Controller and the Supplier is the Processor unless otherwise specified in Call-Off Schedule 33 (Processing Data) ~~Joint Schedule 11~~.
- 14.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Call-Off ~~Joint~~ Schedule 33 ~~14~~ (Processing Data).
- 14.3 The Supplier must not remove any ownership or security notices in or relating to the ~~Government~~ Buyer Data.
- 14.4 The Supplier must make accessible back-ups of all ~~Government~~ Buyer Data, stored in an agreed off-site location and send the Buyer copies every six (6) Months.
- 14.5 The Supplier shall ensure that any system on which the Supplier holds any ~~Government~~ Buyer Data, including back-up data, is a secure system, and for Call-Off Contracts that it will comply with the relevant Buyer's requirements in respect of Call-Off Schedule 9 (Security).
- 14.6 If at any time the Supplier suspects or has reason to believe that the ~~Government~~ Buyer Data provided under a Call-Off Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer Relevant Authority and immediately suggest remedial action.
- 14.7 If the ~~Government~~ Buyer Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer Relevant Authority may either or both:
  - tell the Supplier to restore or get restored ~~Government~~ Buyer Data as soon as practical but no later than five (5) Working Days from the date that the Buyer Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and
  - restore the ~~Government~~ Buyer Data itself or using a third party.

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

14.8 The Supplier must pay each Party's reasonable costs of complying with Clause 14.7 unless ~~CCS or~~ the Buyer is at fault.

14.9 The Supplier:

- must provide the ~~Buyer~~~~Relevant Authority~~ with all ~~Government~~~~Buyer~~ Data in an agreed open format within ~~ten~~ (10) Working Days of a written request;
- must have documented processes to guarantee prompt availability of ~~Government~~~~Buyer~~ Data if the Supplier stops trading;
- must securely destroy all Storage Media that has held ~~Government~~~~Buyer~~ Data at the end of life of that media using Good Industry Practice;
- securely erase all ~~Government~~~~Buyer~~ Data and any copies it holds when asked to do so by ~~CCS or~~ the Buyer unless required by Law to retain it;
- indemnifies CCS and ~~the each~~ Buyer against any and all Losses incurred if the Supplier breaches Clause 14 (Data protection) and any Data Protection Legislation.

14.10 To the extent the Supplier retains any Buyer Data beyond the expiry or termination of this Call-Off Contract, as applicable, and whether such retention arises due to: (i) the express requirements of this Call-Off Contract; (ii) such Buyer Data needing to be retained by the Supplier for regulatory reasons; or (iii) for archiving and storage reasons providing such archiving or storage is Approved by the Buyer, the provisions of Clause 14 (Data protection) of the Call-Off Contract and Call-Off Schedule 33 (Processing Data) shall be deemed to survive such expiry or termination and shall continue to apply until such retention of the Buyer Data by the Supplier ceases (as such ceasing is Approved by the Buyer).

10.29. Clause 15 (What you must keep confidential) shall be amended as follows:

15.1 Each Party must:

- keep all Confidential Information and any Commercially Sensitive Information it receives confidential and secure;
- not disclose, use or exploit the Disclosing Party's Confidential Information and any Commercially Sensitive Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Call-Off Contract;
- immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information and any Commercially Sensitive Information.

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information and any Commercially Sensitive Information which it receives from the Disclosing Party in any of the following instances:

- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and any Commercially Sensitive Information and extent of the disclosure;
- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- if the information was given to it by a third party without obligation of confidentiality;
- if the information was in the public domain at the time of the disclosure;
- if the information was independently developed without access to the Disclosing Party's Confidential Information and any Commercially Sensitive Information;
- to its auditors or for the purposes of regulatory requirements;
- on a confidential basis, to its professional advisers on a need-to-know basis;
- to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 The Supplier may disclose Confidential Information and any Commercially Sensitive Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Call-Off Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer ~~Relevant Authority~~ at its request.

15.4 CCS or the Buyer may disclose Confidential Information and any Commercially Sensitive Information in any of the following cases:

- on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
- if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- where requested by Parliament;

OFFICIAL



# **Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- under Clauses 4.7 and 16.
- 15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
- 15.6 Transparency Information includes Commercially Sensitive Information but does not include is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Call-Off Contracts or any part of ~~itthem~~ in any way, without the prior written consent of the Buyer~~Relevant Authority~~ and must take all reasonable steps to ensure that Supplier Staff do not either.
- 10.30. Clause 16 (When you can share information) shall be amended as follows:
- 16.1 The Supplier must tell the Buyer~~Relevant Authority~~ within 48 hours if it receives a Request For Information.
- 16.2 Within the required timescales the Supplier must give CCS and ~~theeach~~ Buyer full co-operation and information needed so the Buyer can:
- publish the Transparency Information;
  - comply with any Freedom of Information Act (FOIA) request;
  - comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Buyer~~Relevant Authority~~ may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Buyer's~~Relevant Authority's~~ decision, which does not need to be reasonable.
- 16.4 The Supplier shall not respond directly to a Request For Information unless expressly authorised to do so in writing by the Buyer.
- 16.5 The Supplier shall, and shall procure that the Subcontractors and Supplier Staff shall:
- 16.5.1 transfer to the Buyer all Requests for Information that it or they receive as soon as practicable and in any event within two (2) Working Days of receipt;
- 16.5.2 provide the Buyer with a copy of all required Information in its possession or power in the form that the Buyer requests within five (5) Working Days (or such other period as the Buyer may specify in writing) of the Buyer's request;

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

16.5.3 provide all necessary assistance as reasonably requested by the Buyer to enable the Buyer to respond to the Request For Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations; and

16.5.4 agree with the Buyer its initial response (if any) to the Request For Information and not respond to the Request For Information until such time as the response has been agreed with the Buyer pursuant to this Clause 16.5.4.

10.31. Clause 19 (Other people's rights in a contract) shall be amended as follows:

19.1 No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Call-Off Contract unless stated (referring to CRTPA) in the Call-Off Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

19.2 For the avoidance of doubt, and in accordance with Call-Off Schedule 12 (Clustering) each of the Cluster Members will be a third-party beneficiary for the purposes of CRTPA and may enforce the relevant provisions of the Call-Off Contract pursuant to CRTPA. The rights of the Parties to rescind or vary this Call-Off Contract are not subject to the consent of any third-party beneficiary.

10.32. Clause 20 (Circumstances beyond your control) shall be amended as follows:

~~20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:~~

- ~~• provides a Force Majeure Notice to the other Party~~
- ~~• uses all reasonable measures practical to reduce the impact of the Force Majeure Event~~

~~20.2 Either party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.~~

~~20.3 Where a Party terminates under Clause 20.2:~~

- ~~• each party must cover its own Losses~~
- ~~• Clause 10.5.2 to 10.5.7 applies~~

20.1 For the avoidance of doubt, a Health Emergency shall not be a Force Majeure Event under this Call-Off Contract once a Change

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Authorisation Note has been executed for the Supplier NPFS Services pursuant to the Change Control Procedure.

- 20.2 Subject to the remaining provisions of this Clause 20, either Party may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event. In particular, the Supplier shall be relieved from its Delay Payments obligation to the extent that the Achievement of any Milestone is affected by the Force Majeure Event, its Service Credits obligation to the extent that the Services are affected by a Force Majeure Event and the Charges shall be reduced to the extent that the Buyer does not receive Services as a result of the Force Majeure Event.
- 20.3 A Party cannot claim relief if the Force Majeure Event is attributable to its Default or breach of this Call-Off Contract, wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 20.4 The Supplier cannot claim relief from a Force Majeure Event to the extent that it is required to comply with the BCDR Plan but has failed to do so (except to the extent that this failure is also due to a Force Majeure Event affecting the operation of the BCDR Plan).
- 20.5 An Affected Party cannot claim relief as a result of a failure or delay by any other person in the performance of that other person's obligations under a contract with the Affected Party (unless that other person is itself prevented from or delayed in complying with its obligations as a result of a Force Majeure Event).
- 20.6 The Affected Party shall immediately give a Force Majeure Event to the other Party. The notification shall include details of the Force Majeure Event together with evidence of its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- 20.7 As soon as practicable following the Force Majeure Notice and in any event within five (5) Working Days, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Call-Off Contract. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 20.8 The Affected Party shall notify the other Party in writing as soon as practicable (and in any event within five (5) Working Days) after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Call-Off Contract. Following such notification, this Call-Off Contract shall continue to be

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the Parties in writing.

10.33. Clause 21 (Relationships created by the contract) shall be amended as follows:

21.1 No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so. Nothing in this Call-Off Contract is intended to create a partnership, or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party, or, save as expressly agreed in writing, to authorise either Party to act as agent for the other Party. Neither Party shall have authority to make representations, act in the name of, or on behalf of, or to other bind the other Party.

21.2 The Buyer may appoint any third party or third parties to act on its behalf in carrying out its obligations and exercising its rights under this Call-Off Contract. The Buyer shall give the Supplier written notice of such appointment(s), and relevant contact details, and the Supplier shall cooperate in good faith with each such third party.

10.34. Clause 23.6 shall be amended as follows:

23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including all such information required to be provided by the Supplier in accordance with Paragraph 2.4 of Call-Off Schedule 28 (Key Subcontractors).~~If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:~~

- ~~• their name~~
- ~~• the scope of their appointment~~
- ~~• the duration of their appointment~~

10.35. Clauses 24.1 and 24.2 shall be amended as follows:

24.1 Either Party can request a Variation to a Contract which is only effective if agreed in writing and signed by both Parties. Either Party can request a Change by issuing a Change Request in accordance with the Change Control Procedure contained in Call-Off Schedule 24 (Change Control Procedure).

24.2 The Supplier must provide an Impact Assessment either:

- with the Change Request~~Variation~~ Form, where the Supplier requests the Change~~Variation~~

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- within the time limits included in a Change Request~~Variation Form~~ requested by CCS or the Buyer

If the Supplier needs resources other than those ordinarily used in the provision of the Service in order to complete an Impact Assessment requested by the Buyer, the Supplier must tell the Buyer before beginning the Impact Assessment and the provisions of Paragraph 3 of Call-Off Schedule 24 (Change Control Procedure) and, as applicable, Paragraph 3 of Appendix 1 of Call-Off Schedule 24 (Change Control Procedure) shall apply. ~~If the Buyer wants the Impact Assessment to go ahead, the Buyer shall pay any reasonable costs incurred by the Supplier in producing the Impact Assessment. To be clear, the Supplier will not be able to recover costs incurred during the Impact Assessment that the Buyer didn't agree before the Impact Assessment began.~~

- 10.36. Clause 24 (Changing the contract) shall be amended with a new Clause 24.8 as follows:

24.8 If the Supplier is unable to, or fails to, agree to provide or implement a Change that is required as a result of a Change in Law, the Buyer may terminate this Call-Off Contract with immediate effect unless the Supplier:

- has already fulfilled part of the Change Request; or
- can show evidence of substantial work being carried out to fulfil the Change Request,

in which case the Parties shall attempt to resolve the matter in accordance with the Dispute Resolution Procedure.

- 10.37. Clause 25 (How to communicate about the contract) shall be amended as follows:

25.1 All notices under the Call-Off Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

25.5 This Clause does not apply to the service of any Change Communication. Any Change Communication must be served in

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

accordance with Paragraph 12 of Call-Off Schedule 24 (Change Control Procedure).

10.38. Clause 26 (Dealing with claims) shall be amended as follows:

~~26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.~~

~~26.2 At the Indemnifier's cost the Beneficiary must both:~~

- ~~• allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim~~
- ~~• give the Indemnifier reasonable assistance with the claim if requested~~

~~26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.~~

~~26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.~~

~~26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.~~

~~26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.~~

~~26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:~~

- ~~• the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money~~
- ~~• the amount the Indemnifier paid the Beneficiary for the Claim~~

26.1 This Clause 26 shall apply to the conduct, by a Party from whom an indemnity is sought under this Call-Off Contract, of claims made by a third person against a party having (or claiming to have) the benefit of the indemnity. The Party having, or claiming to have, the benefit of the indemnity is referred to as the "**Beneficiary**" and the Party giving the indemnity is referred to as the "**Indemnifier**".

26.2 If the Beneficiary receives any notice, demand, letter or other document concerning any claim for which it appears that the Beneficiary is, or may become entitled to, indemnification under this Call-Off Contract ("**Claim**"), the Beneficiary shall give notice in

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

writing to the Indemnifier as soon as reasonably practicable and in any event within ten (10) Working Days of receipt of the same.

26.3 Subject to Clauses 26.4 and 26.5 below, on the giving of a notice by the Beneficiary pursuant to Clause 26.2 above, where it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of all (but not part only) of the liability arising out of the Claim, the Indemnifier shall (subject to providing the Beneficiary with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Beneficiary at the Indemnifier's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Indemnifier does elect to conduct the Claim, the Beneficiary shall give the Indemnifier all reasonable cooperation, access and assistance for the purposes of such Claim and, subject to Clause 26.5 below, the Beneficiary shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Indemnifier.

26.4 With respect to any Claim conducted by the Indemnifier pursuant to Clause 26.3 above:

26.4.1 the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the Claim;

26.4.2 the Indemnifier shall not bring the name of the Beneficiary into disrepute;

26.4.3 the Indemnifier shall not pay or settle such Claim without the prior written consent of the Beneficiary, such consent not to be unreasonably withheld or delayed; and

26.4.4 the Indemnifier shall conduct the Claim with all due diligence.

26.5 The Beneficiary shall be entitled to have conduct of the Claim and shall be free to pay or settle any Claim on such terms as it thinks fit and without prejudice to its rights and remedies under the Call-Off Contract if:

26.5.1 the Indemnifier is not entitled to take conduct of the Claim in accordance with Clause 26.3 above;

26.5.2 the Indemnifier fails to notify the Beneficiary in writing of its intention to take conduct of the relevant Claim within twenty (20) Working Days of the notice from the Beneficiary under Clause 26.2 above or if the

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Indemnifier notifies the Beneficiary in writing that it does not intend to take conduct of the Claim; or

26.5.3 the Indemnifier fails to comply in any material respect with the provisions of Clause 26.4 above.

**Sensitive claims**

26.6 With respect to any Claim for which the Buyer or the Supplier are the Beneficiary and the conduct of which the Buyer or Supplier acting reasonably, considers is likely to have an adverse impact on the general public's perception of the Buyer or the Supplier ("Sensitive Claim"), the Indemnifier shall only be entitled to take conduct of any defence, dispute, compromise or appeal of the Sensitive Claim with the Beneficiary's prior written consent. If the Beneficiary withholds such consent and elects to conduct the defence, dispute, compromise or appeal of the Sensitive Claim itself, it shall conduct the Sensitive Claim with all due diligence and if any failure to do so results in an increase in the amount recoverable by the Beneficiary in respect of an indemnity under the Call-Off Contract, the Indemnifier shall only be liable to indemnify the Beneficiary in respect of that amount which would have been recoverable by the Beneficiary had it conducted the Sensitive Claim with all due diligence.

26.7 The Beneficiary shall be free at any time to give written notice to the Indemnifier that it is retaining or taking over (as the case may be) the conduct of any Claim, to which Clause 26.3 above applies notwithstanding that it does not have the right to do so pursuant to Clause 26.3 above if, in the reasonable opinion of the Beneficiary, the Claim is, or has become, a Sensitive Claim. In such cases, the provisions of Clause 26.6 above shall apply.

**Recovery of sums**

26.8 If the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the Claim, the Beneficiary shall forthwith repay to the Indemnifier whichever is the lesser of:

26.8.1 an amount equal to the sum recovered (or the value of the discount, credit, saving, relief, other benefit or amount otherwise obtained) less any out-of-pocket costs and expenses properly incurred by the Beneficiary in recovering or obtaining the same; and

26.8.2 the amount paid to the Beneficiary by the Indemnifier in respect of the Claim under the relevant indemnity,

OFFICIAL



**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

provided that there shall be no obligation on the Beneficiary to pursue such recovery and that the Indemnifier is repaid only to the extent that the amount of such recovery aggregated with any sum recovered from the Indemnifier exceeds any loss sustained by the Beneficiary (including for this purpose any Losses sustained by the Beneficiary which may be excluded by Clause 11 (How much you can be held responsible for) from being recovered from the Indemnifier).

**Insurance**

26.9 Any person taking any of the steps contemplated by Clauses 26.2 to 26.6 above shall comply with the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under the Call-Off Contract.

**Mitigation**

26.10 Each of the Buyer and the Supplier shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a Claim against the other Party pursuant to the indemnities in this Call-Off Contract.

**Taxation**

26.11 If any payment by one Party under an indemnity in the Call-Off Contract is subject to income tax or corporation tax (or any tax replacing either or both of them) in the hands of the recipient (or a withholding made by the paying Party in respect of tax), the recipient may demand in writing to the Party making the payment that the payment shall be increased by such amount as would ensure that, after taking into account any such tax payable in respect of such additional amount, the recipient receives and retains a net sum equal to the amount it would have otherwise received had the payment not been subject to such tax or withholding.

10.39. Clause 27 (Preventing fraud, bribery and corruption) shall be amended as follows:

27.1 The Supplier must not during anythe Call-Off Contract Period:

- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
- do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Call-Off Contract Period:

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same
  - keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request
  - if required by the ~~Buyer~~Relevant Authority, within twenty (20) Working Days of the ~~Call-Off Start Date of the Relevant Contract~~, and then annually, certify in writing to the ~~Buyer~~Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures
- 27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:
- been investigated or prosecuted for an alleged Prohibited Act;
  - been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
  - received a request or demand for any undue financial or other advantage of any kind related to the Call-Off Contract;
  - suspected that any person or Party directly or indirectly related to the Call-Off Contract has committed or attempted to commit a Prohibited Act.
- 27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 27.5 In any notice the Supplier gives under Clause 27.5 it must specify the:
- Prohibited Act
  - identity of the Party who it thinks has committed the Prohibited Act
  - action it has decided to take

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

27.6 Any commission by the Supplier or its Subcontractors of a Prohibited Act or any other breach of this Clause 27 shall, without prejudice to any right or remedy which has already accrued, or subsequently accrued, to the Buyer, entitle the Buyer to terminate this Call-Off Contract by written notice with immediate effect. The Supplier shall indemnify the Buyer from and against any other loss sustained by it in consequence of any breach of this Clause 27, whether or not this Call-Off Contract has been terminated.

27.7 For the purposes of Clause 27.6, the Supplier shall be taken to have 'commissioned' a Prohibited Act or offence where it has done such act and also where it has attempted to do a Prohibited Act or offence or has aided, abetted, counselled, procured or conspired with any person to do a Prohibited Act or offence.

10.40. Clause 28.1 shall be amended as follows:

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Call-Off Contract, including:

- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
- any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law including diversity needs (as governed by equality Law) and the Buyer's diversity policy, as more particularly described in Call-Off Schedule 6 (ICT Services).

10.41. Clause 34 (Resolving disputes) shall be amended as follows:

~~34.1 Any Dispute shall be dealt with in accordance with Call-Off Schedule 36 (Dispute Resolution) If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.~~

~~34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.~~

~~34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:~~

- ~~• determine the Dispute~~

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- ~~grant interim remedies~~
- ~~grant any other provisional or protective relief~~

~~34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.~~

~~34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.~~

~~34.6 The Supplier cannot suspend the performance of the Call-Off Contract during any Dispute.~~

10.42. Clause 35 (Which law applies) shall be amended as follows:

This Call-Off Contract and any issues or claims arising out of, or connected to it, are governed by English law and shall be subject to the exclusive jurisdiction of the English courts, unless the contrary is expressly stated in these Core Terms, elsewhere in the Call-Off Contract, or agreed between the Parties in writing.

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Part C – Special Terms – Additional Special Terms**

11. The following new Call-Off Special Terms are hereby added to this Call-Off Contract:

11.1. A new Clause 36 shall be added as follows:

**36. Cooperation**

36.1 The Supplier shall enter into the Co-operation Framework by the first Service Readiness Date unless the Buyer (in its sole discretion) waives the requirement to enter into the Co-operation Framework by giving the Supplier notice in writing.

36.2 Where under Clause 36.1 above the Buyer agrees to waive the requirement for the Supplier to enter into the Co-operation Framework by the first Service Readiness Date, the Buyer reserves the right to require the Supplier to enter into the Co-operation Framework at any time during the Call-Off Contract Period.

11.2. A new Clause 37 shall be added as follows:

**37. Exclusivity**

The Supplier is not appointed as an exclusive supplier of any of the Services and the Buyer or any Cluster Member may at any time perform itself, or procure from a third party, services that are equivalent to the Services.

11.3. A new Clause 38 shall be added as follows:

**38. Counterparts**

Subject to Paragraph 12 (Communications) of Call-Off Schedule 24 (Change Control Procedure), this Call-Off Contract and any Change Authorisation Note may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

11.4. A new Clause 39 shall be added as follows:

**39. Health Emergency**

**Health Emergency prior to the first Operational Service Commencement Date**

39.1 Notwithstanding any other provision of the Call-Off Contract, where a Health Emergency is: (i) pre-existing at the Call-Off Start Date or the date of the applicable executed Change Authorisation Note; or (ii) occurs at any time between the Call-Off Start Date and the first Operational Service Commencement Date in any Implementation Plan (in the case of the Supplier 111 Services and the Supplier NPFS

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Services where provided from the Call-Off Start Date); or (iii) occurs at any time between the date of the applicable executed Change Authorisation Note and the Operational Service Commencement Date (in the case of any Services commencing after the Call-Off Start Date), the Buyer may at any time prior to the relevant Operational Service Commencement Date by notice in writing change the Operational Service Commencement Date to a later date by a period up to the maximum of:

39.1.1 the period beginning on the date that the Health Emergency occurs (or in the case of any pre-existing Health Emergency from the Call-Off Start Date or the date of the applicable executed Change Authorisation Note) to the date that the Buyer declares that normal health service has been restored (as determined by the Buyer in its absolutely discretion and confirmed by the Buyer by written notice to the Supplier); plus

39.1.2 three (3) Months,

(the “Health Emergency Continuation Period”). Unless otherwise agreed between the Parties, no additional Charges shall be payable by the Buyer in respect of such Health Emergency Continuation Period.

**Termination Notice Period during a Health Emergency**

39.2 Where, during the time between service of a Termination Notice and such termination taking effect, or during the period of six (6) Months (or such other period as the Parties agree in writing) before the expiry of this Call-Off Contract (or any relevant part of it) and the expiry taking effect, a Health Emergency occurs and the Supplier NPFS Service continues to be supplied, the Buyer may, in its sole discretion and in writing, require the suspension of the Termination Notice or the expiry period by the Health Emergency Continuation Period.

39.3 During the Health Emergency Continuation Period all Services shall be provided in accordance with the Call-Off Contract save that the Charges payable in respect of the Services provided during the Health Emergency Continuation Period shall be calculated on a Monthly basis at the equivalent average Monthly rate over the twelve (12) Month period immediately preceding the Health Emergency Continuation Period being invoked. Any Termination Services required shall be as requested by the Buyer. At the end of the Health Emergency Continuation Period the Termination Notice period or the expiry period (as applicable) shall resume save that any Termination Transfer Date or expiry date shall be extended by an equivalent period to the Health Emergency Continuation Period.

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Call-Off Optional Extension Period during a Health Emergency**

39.4 Notwithstanding any other provision of this Call-Off Contract, where a Health Emergency occurs at any time during any Call-Off Optional Extension Period the Buyer may at any time by notice in writing extend the Call-Off Optional Extension Period by the Health Emergency Continuation Period

39.5 During the Health Emergency Continuation Period, all Services shall be provided in accordance with this Call-Off Contract save that the Charges payable in respect of the Services provided during the Health Emergency Continuation Period shall be calculated on a Monthly basis at the equivalent average Monthly rate over the twelve (12) Month period immediately preceding the Health Emergency Continuation Period being invoked (or as otherwise agreed by the parties in writing in advance of such Health Emergency Continuation Period, which may include any additional non-recurring Charges relating to any requirement to upgrade the Supplier's relevant infrastructure).

11.5. A new Clause 40 shall be added as follows:

**40. Step-In Rights**

40.1 If there is a Default, the Buyer can, without limiting its other rights, serve a Step-In Notice which shall set out such step-in actions and any consequential additional action as the Buyer (which for the purposes of this Clause 40 shall be NHS Commissioning Board only) reasonably believes is necessary to remedy the Default (together, the "Required Action")

40.2 Following service of a Step-In Notice, the Buyer shall:

40.2.1 take the Required Action. The Parties agree that a Required Action may include but not be limited to the following actions, the Buyer:

40.2.1.1 requiring the Supplier Staff to undertake training as reasonably specified by the Buyer;

40.2.1.2 appointing Buyer staff or any third party to shadow Supplier Staff in the performance of all or any of the affected Services to try to evaluate any underlying cause or nature of the problem or concern which triggered the Required Action and identify any activities required to remedy the problem or concern and/or prevent any recurrence of such problem or concern;

OFFICIAL

**Annex 1 of the Order Form**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 40.2.1.3 requiring that the Supplier includes the Buyer and/or any third party appointed by the Buyer in any remediation discussions and planning undertaken by the Supplier;
- 40.2.1.4 to the extent appropriate given the nature and location of the affected Services, supervising, directing and controlling any Supplier Staff in the performance of all or any of the affected Services;
- 40.2.1.5 taking such steps itself or engaging others (including any Cluster Members or other third party) to take such steps; and/or
- 40.2.1.6 suspending the Supplier's performance of all or any part of the affected Services and performing such Services itself and/or procuring services that are equivalent to the affected Services from a Cluster Member or other third party for the duration of the Step-In Action.

OFFICIAL



**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 1  
TRANSPARENCY REPORTS**

OFFICIAL

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Call-Off Schedule 1 (Transparency Reports)**

1. The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Call-Off Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
2. Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Call-Off Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Call-Off Schedule.
3. If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
4. For the purposes of this Call-Off Schedule the Buyer is defined as the NHS Commissioning Board.
5. The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Call-Off Schedule.
6. Any requirements for Transparency Reports in addition to those set out in the Annex of this Call-Off Schedule shall be subject to the Change Control Procedure.

OFFICIAL

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Annex: List of Transparency Reports**

| <b>Title</b> | <b>Content</b> | <b>Format</b> | <b>Frequency</b> |
|--------------|----------------|---------------|------------------|
|              |                |               |                  |
|              |                |               |                  |
|              |                |               |                  |

OFFICIAL

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE  
CALL-OFF SCHEDULE 2  
STAFF TRANSFER**

OFFICIAL

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Call-Off Schedule 2 (Staff Transfer)**

### **1. Definitions**

- 1.1 In this Call-Off Schedule, the provisions of Call-Off Schedule 23 (Definitions) shall apply.

### **2. Interpretation**

- 2.1 Where a provision in this Call-Off Schedule imposes any obligation on the Supplier including (without limitation) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

### **3. Which parts of this Call-Off Schedule apply**

- 3.1 Only the following parts of this Call-Off Schedule shall apply to this Call-Off Contract:
- Part C (No Staff Transfer On Relevant Transfer Date)
  - Part E (Staff Transfer on Exit)

OFFICIAL

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **PART A: Staff Transfer at the Relevant Transfer Date**

### **Outsourcing from the Buyer**

**NOT USED**

OFFICIAL

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**PART B: Staff transfer at the Relevant Transfer Date**

**Transfer from a Former Supplier on Re-procurement**

**NOT USED**

OFFICIAL

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **PART C: No Staff Transfer on the Relevant Transfer Date**

### **1. What happens if there is a staff transfer**

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5 of Part C of this Call-Off Schedule, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then:
  - 1.2.1 the Supplier will, within seven (7) Working Days of becoming aware of that fact, notify the Buyer in writing;
  - 1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within twenty-one (21) Working Days of receipt of notice from the Supplier;
  - 1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
  - 1.2.4 if after the period referred to in Paragraph 1.2.2 of Part C of this Call-Off Schedule no such offer has been made, or such offer has been made but not accepted, the Supplier may within seven (7) Working Days give notice to terminate the employment of such person;  
and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4 of Part C of this Call-Off Schedule:
    - 1.2.4.1 the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 of Part C of this Call-Off Schedule; and
    - 1.2.4.2 the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 of Part C of this Call-Off Schedule.
- 1.3 The indemnities in Paragraph 1.2 in Part C of this Call-Off Schedule shall not apply to any claim:
  - 1.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and

OFFICIAL



**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Subcontractor; or

- 1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure
- 1.4 The indemnities in Paragraph 1.2 of Part C of this Call-Off Schedule shall not apply to any termination of employment occurring later than three (3) Months from the Relevant Transfer Date.
- 1.5 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2 of Part C of this Call-Off Schedule, the employees shall be treated as having transferred to the Supplier and all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Call-Off Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor save to the extent such liabilities arise from the acts or omissions of the Buyer and/or Former Supplier or any of their subcontractors.

**2. Limits on the Former Supplier's obligations**

- 2.1 Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

OFFICIAL

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **PART D: Pensions**

**NOT USED**

OFFICIAL

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **PART E: Staff Transfer on Exit**

### **1. Obligations before a Staff Transfer**

- 1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:
  - 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
  - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
  - 1.1.3 the date which is eighteen (18) Months before the end of the Call-Off Contract Period; and
  - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any six (6) Month period),it shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.
- 1.2 At least twenty (20) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) an updated Supplier's Provisional Supplier Personnel List, which shall identify the reasons for and basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 On receipt of the updated Supplier's Provisional Supplier Personnel List, the Buyer shall either Approve the Supplier's Provisional Supplier Personnel List in which case it shall constitute the Supplier's Final Supplier Personnel List or, if the Buyer does not Approve the Supplier's Provisional Supplier Personnel List, it shall so advise the Buyer and the Parties shall use reasonable endeavours to reach an agreement on the Supplier's Final Supplier Personnel List. If no such agreement can be reached fourteen (14) Working Days before the Service Transfer Date, the Buyer shall determine (acting reasonably) the Supplier's Final Supplier Personnel List.
- 1.4 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 of Part E of this Call-Off Schedule for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor including where part of a competitive tender process.

OFFICIAL

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 1.5 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 of Part E of this Call-Off Schedule shall be true and accurate in all material respects at the time of providing the information.
- 1.6 Upon reasonable request from the Buyer and subject to compliance with Data Protection Legislation, the Supplier shall provide the Buyer or at the request of the Buyer, the Replacement Supplier, with access (on reasonable notice and during normal working hours) to such employment records as the Buyer reasonably requests and shall allow the Buyer or the Replacement Supplier to have copies of any such documents.
- 1.7 From the date of the earliest event referred to in Paragraph 1.1 of Part E of this Call-Off Schedule, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):
  - 1.7.1 not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces
  - 1.7.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);
  - 1.7.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
  - 1.7.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
  - 1.7.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
  - 1.7.6 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
  - 1.7.7 not, and shall procure that its Subcontractors do not, dissuade or discourage any employees engaged in the provision of the Services

OFFICIAL

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor;
- 1.7.8 give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;
- 1.7.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.7.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect; and
- 1.7.11 not, and shall procure that its Subcontractors do not, for a period of twelve (12) Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably)).
- 1.7.12 NOT USED;
- 1.7.13 NOT USED;
- 1.7.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract;
- 1.7.15 NOT USED; and
- 1.7.16 fully co-operate with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract.
- 1.8 On or around each anniversary of the Call-Off Start Date and up to four (4) times during the last eighteen (18) Months of the Call-Off Contract Period, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within twenty (20)

OFFICIAL

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:

- 1.8.1 the numbers of employees engaged in providing the Services;
  - 1.8.2 the percentage of time spent by each employee engaged in providing the Services;
  - 1.8.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
  - 1.8.4 a description of the nature of the work undertaken by each employee by location.
- 1.9 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within seven (7) Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
- 1.9.1 the most recent Month's copy pay slip data;
  - 1.9.2 details of cumulative pay for tax and pension purposes;
  - 1.9.3 details of cumulative tax paid;
  - 1.9.4 tax code;
  - 1.9.5 details of any voluntary deductions from pay;
  - 1.9.6 bank/building society account details for payroll purposes; and
  - 1.9.7 true, accurate and complete copies of all original employment records to the extent such records exist and are reasonably available.

**2. Staff Transfer when the contract ends**

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.

OFFICIAL

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, National Insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4 of Part E of this Call-Off Schedule, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4 The indemnity in Paragraph 2.3 of Part E of this Call-Off Schedule shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 2.5 Subject to Paragraphs 2.6 and 2.7 of Part E of this Call-Off Schedule, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Buyer or the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations then:
- 2.5.1 the Buyer or the Replacement Supplier and/or Replacement Subcontractor will, within five (5) Working Days of becoming aware of that fact, notify the Supplier in writing;
  - 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within ten (10) Working Days of receipt of notice from the Buyer or the Replacement Supplier and/or Replacement Subcontractor;
  - 2.5.3 if such offer of employment is accepted, the Buyer or the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment;
  - 2.5.4 if after the period referred to in Paragraph 2.5.2 of Part E of this Call-Off Schedule no such offer has been made, or such offer has been made but not accepted, the Buyer or the Replacement Supplier and/or Replacement Subcontractor may within five (5) Working Days give notice to terminate the employment of such person;
- and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Paragraphs 2.5.1 to 2.5.4 of Part E of this

OFFICIAL

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Call-Off Schedule or in such other way as may be agreed in writing between the Supplier and the Buyer or the Replacement Supplier and/or Replacement Subcontractor the

2.6

2.7

2.8

2.9 If at any point the Replacement Supplier and/or Replacement Subcontractor accepts the employment of any such person as is described in Paragraph 2.5 of Part E of this Call-Off Schedule, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 of Part E of this Call-Off Schedule shall cease to apply to such person.

2.10 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

OFFICIAL



**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

2.11 Subject to Paragraph 2.10 of Part E of this Call-Off Schedule, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

2.12 The indemnity in Paragraph 2.11 of Part E of this Call-Off Schedule shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 of Part E of this Call-Off Schedule (and subject to the limitations set out in Paragraphs 2.6 and 2.7 of Part E of this Call-Off Schedule).

**3. Limits on the Replacement Supplier's and Replacement Subcontractor's obligations**

3.1 Notwithstanding any other provisions of this Part E, where in this Part E the Buyer accepts an obligation to procure that a Replacement Supplier and/or Replacement Subcontractor does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Replacement Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer's must use reasonable endeavours to procure that the Replacement Supplier and/or Replacement Subcontractor does or does not act accordingly.

OFFICIAL

**Call-Off Schedule 3 (Continuous Improvement)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 3  
CONTINUOUS IMPROVEMENT**

OFFICIAL

### **Call-Off Schedule 3 (Continuous Improvement)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Call-Off Schedule 3 (Continuous Improvement)**

### **1. BUYER'S RIGHTS**

- 1.1. This Call-Off Schedule shall apply only when so specified by a Buyer that has undertaken a Further Competition. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Call-Off Schedule.

### **2. SUPPLIER'S OBLIGATIONS**

- 2.1. The Supplier shall have an on-going obligation throughout the Call-Off Contract Period to identify new or potential improvements to the provision of the Services in accordance with this Call-Off Schedule with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services and their supply to the Buyer. As part of this obligation the Supplier shall identify and report to the Buyer once every twelve (12) Months regarding:
  - 2.1.1. the emergence of new and evolving relevant technologies which could improve the ICT Environment and/or the provision of the Services, and those technological advances potentially available to the Supplier and the Buyer which the Parties may wish to adopt;
  - 2.1.2. any reduction in costs passed on to it through the Supplier's or the Subcontractors' supply chains. The Supplier must be able to demonstrate that it has, and has required its Subcontractors to, actively reviewed with all members of its supply chain whether there have been any reduction in costs associated with the Services and/or Deliverables;
  - 2.1.3. new or potential improvements to the Services or the provision of the Services including in respect of the quality, responsiveness, procedures, benchmarking methods, ways of performing the Services and customer support services in relation to the Services;
  - 2.1.4. any changes to continue to provide competitive rates as set out in Paragraph 3.5.1.4 in Call-Off Schedule 5 (Pricing Details);
  - 2.1.5. potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Buyer which might result in efficiency or productivity gains or in reduction of operational risk;

OFFICIAL

**Call-Off Schedule 3 (Continuous Improvement)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 2.1.6. changes in business processes and working practices that would enable the Services to be provided at lower cost and/or with greater benefits to the Buyer;
- 2.1.7. changes to the ICT Environment, business processes and working practices that would enable reductions in the total energy consumed in the provision of the Services;
- 2.1.8. improvements which the Supplier uses or is planning to use with its other customers;
- 2.1.9. proposals as to how any investment required for continuous improvement could be shared with other customers of the Supplier;
- 2.1.10. a zero usage report for the delivered Services;
- 2.1.11. measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Services and the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives as set out in Call-Off Schedule 27 (Corporate Social Responsibility); and
- 2.1.12. any variation in Charges and cost / benefit analysis of the potential improvements identified subject to this Call-Off Schedule.
- 2.2. The Supplier shall ensure that the information that it provides to the Buyer shall be sufficient for the Buyer to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Buyer requests.
- 2.3. If the Buyer wishes to incorporate any improvement identified by the Supplier, including any impact on the Charges declared by the Supplier as part of that improvement, the Buyer shall, subject to the relevant Buyer's right to request a Change under Paragraph 4 of Call-Off Schedule 24 (Change Control Procedure), request a Change in accordance with the Change Control Procedure and the Supplier will:
  - 2.3.1. submit to the Buyer a plan for the implementation of the improvement within fifteen (15) Working Days of the Buyer's Change Request for Approval;
  - 2.3.2. implement the improvement in accordance with the Outline and Detailed Implementation Plan; and
  - 2.3.3. submit the improvements to Testing in accordance with the provisions of Part B of Call-Off Schedule 13 (Implementation Plan and Testing).

OFFICIAL

**Call-Off Schedule 3 (Continuous Improvement)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 2.4. Where Changes are Approved under this Call-Off Schedule the Supplier shall implement such Changes at no additional cost to the Buyer.
- 2.5. Notwithstanding anything to the contrary in the Call-Off Contract, the Parties may not change or improve the Services in any way which adversely affects or may adversely affect any relevant PSN Standards or HSCN obligations (or successor standards or obligations) and processes.
- 2.6. The Buyer shall determine its own ICT strategy. The Buyer may, at any time during the Call-Off Contract Period, notify the Supplier in writing of any changes to the Buyer's ICT strategy and request the Supplier to consider, review and respond to such changes. If, in the Supplier's reasonable opinion, any notified change to the Buyer's ICT strategy would impact upon the provision of the Deliverables, the Supplier shall refer the matter to the Change Control Procedure.
- 2.7. Without prejudice to the provisions of Paragraph 2.1 of this Call-Off Schedule, the Supplier shall respond in a timely manner to any and all requests by the Buyer for information in respect of potential improvements to the Services that the Buyer has identified.
- 2.8. In order to assess the level of performance of the Supplier, the Buyer may undertake Satisfaction Surveys in respect of any person or various groups of persons that receive the benefit of the Supplier 111 Service. These Satisfaction Surveys may consider:
  - 2.8.1. the assessment of the Supplier's performance against:
    - 2.8.1.1. the Service Level Performance Criteria; and/or
    - 2.8.1.2. other suggestions for improvements to the Deliverables.
- 2.9. The Supplier shall ensure that such measures are taken by it as are appropriate to achieve such improvements as soon as is reasonably practicable after notification from the Buyer that any aspects of its performance of the Deliverables, which the responses to the Satisfaction Surveys reasonably suggest are not meeting the Service Requirements. All other suggestions for improvements to the Services and/or the Deliverables shall be dealt with as part of the Supplier's services improvement obligations set out in Paragraph 2.1 of this Call-Off Schedule.

OFFICIAL

**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 4**

**CALL-OFF TENDER**

OFFICIAL

Engrossment version – 27.01.2022

LEGAL\53390423v1

**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Call-Off Schedule 4 (Call Off Tender)**

NOT USED

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

# **NHS 111: MANAGED SERVICES TELEPHONY INFRASTRUCTURE**

## **CALL-OFF SCHEDULE 5**

### **PRICING DETAILS**



## **Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

### **1. INTRODUCTION**

- 1.1. For the purposes of this Call-Off Schedule all references to the Buyer will refer only to the NHS Commissioning Board.
- 1.2. This Call-Off Schedule sets out the Charges, and the pricing, payment and invoicing provisions that apply under this Call-Off Contract, including in relation to the Implementation Service Charges, Milestone Payments, Service Charges, Call-Off Catalogue Charges, Rate Card, Termination Assistance Charges, Future Charges and Delay Payments. Save as otherwise expressly set out in this Call-Off Schedule or as otherwise agreed in accordance with Call-Off Schedule 24 (Change Control Procedure), the Charges are inclusive of all costs and expenses incurred by the Supplier in connection with providing the Services in accordance with this Call-Off Contract, and the Buyer shall not be charged for any costs of the Supplier to provide the Services unless a specific rate or charge is set out in this Call-Off Schedule.
- 1.3. All monetary figures in this Call-Off Schedule are exclusive of VAT. All VAT chargeable will be charged at the prevailing rate at the time of an invoice.
- 1.4. The currency of the Service Charges identified in this Call-Off Schedule is in Pounds Sterling and all invoices provided under this Call-Off Schedule shall be in Pounds Sterling. Where during the Call-Off Contract Period the Buyer or a Cluster Member is required to utilise a different currency for all or part of the Call-Off Contract or the Buyer and Cluster Members instruct the Supplier to utilise a different currency for all or part of the Call-Off Contract, then all invoices to the Buyer or relevant Cluster Members will be invoiced in the required or specified currency pursuant to this Paragraph 1.4 for that Buyer or relevant Cluster Members but when exchanged back into Pounds Sterling the t continued to utilise Pounds Sterling. The exchange rate used by the Supplier shall not be higher than the Bank of England exchange rate for the relevant currency at the date of the invoice. Any requirement of Law to account for the Services in a currency other than Pounds Sterling (or to prepare for such accounting) instead of and/or in addition to Pounds Sterling shall be implemented by the Supplier free of charge to the Buyer and Cluster Members and the Supplier is responsible for any exchange rate charges and shall not pass them onto the Buyer or Cluster Members.
- 1.5. In respect of all Service Charges that are calculated on a Monthly or annual basis, any Service Charges for any part Month or annual period as the case may be shall be pro-rated on a daily basis unless otherwise expressly stated.
- 1.6. The Parties agree that the Service Charges shall not be increased to take account of currency fluctuations.

## **Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 1.7. Unless otherwise expressly set out in this Call-Off Schedule, there shall be no indexation linked increases applied to the Charges.
- 1.8. Interest shall be payable on the late payment of any undisputed Charges properly invoiced at the rate of five percent (5%) per annum above the Bank of England base rate, which is subject to change from time to time.
- 1.9. There shall be no double or multiple charging between the different Charges set out in this Call-Off Schedule.
- 1.10. For the avoidance of doubt no separate Charges shall be payable by the Buyer in respect of the Management Charge payable by the Supplier to CCS under the Framework Contract.
- 1.11. The Charges for such Services set out under Paragraph 1.10 of this Call-Off Schedule are included within the Charges set out in this Call-Off Schedule.
- 1.12. Any monies due from the Supplier to the Buyer that are not able to be: (i) set off against Charges due from the Buyer to the Supplier; or (i) credited to the Buyer via a credit note from the Supplier, shall be paid directly by the Supplier to the Buyer within fourteen (14) days of the date of written notice from the Buyer to the Supplier requesting such payment to be made to the Buyer.

## **2. IMPLEMENTATION SERVICE CHARGES AND MILESTONE PAYMENTS**

### **2.1. Implementation Service Charges**

#### **2.1.1. Scope of Charges and Cost Allocation**

- 2.1.1.1. The Implementation Service Charges shall be paid to the Supplier with respect to the Supplier's provision of the Implementation Services and Delivery of the agreed Implementation Plan. The Implementation Service Charges are set out in Annex 1 of this Call-Off Schedule.
- 2.1.1.2. The Supplier's cost for the Implementation Services (including Delivery of the Outline Implementation Plan, all management and administration costs, technical staff costs, and expenses, and all testing activities performed by the Supplier in relation to the Supplier NPFS Services under the Implementation Plan in accordance with Call-Off Schedule 20 (Call-Off Specification)) have been included in the Implementation Service Charges.
- 2.1.1.3. The Implementation Service Charges are payable as Milestone Payments and the Parties acknowledge that a Milestone Payment may not directly correspond to the costs of completing the relevant milestone.

#### **2.1.2. Payment Mechanism, Frequency, Invoicing and Indexation**

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 2.1.2.1. **Payment Mechanism:** The Implementation Service Charges are payable as Milestone Payments in accordance with Paragraph 2.1.3 of this Call-Off Schedule.
- 2.1.2.2. **Frequency:** The Implementation Service Charges are payable on a Milestone basis solely in relation to the Milestones identified in Paragraph 2.1.3 of this Call-Off Schedule.
- 2.1.2.3. **Invoicing:** The Supplier shall be entitled to invoice the relevant Milestone Payment to the Buyer when the Satisfaction Certificate has been issued in respect of the related Milestone. Invoices for Milestone Payments shall be raised by the Supplier on receipt of a Satisfaction Certificate from the Buyer in accordance with Annex 2 of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) as such invoicing is more particularly described in Paragraph 11 of this Call-Off Schedule and Clauses 4.4 and 4.5 (Pricing and payments) of the Call-Off Contract (as amended in Annex 1 of the Order Form).
- 2.1.2.4. **Indexation:** Subject to Paragraph 9 of this Call-Off Schedule, Indexation shall not apply to the Implementation Service Charges.
- 2.1.3. Save as otherwise stated in Paragraph 2.1.4 of this Call-Off Schedule, in accordance with this Paragraph 2.1 the following Milestone Payments shall apply for the Implementation Service Charges for the Supplier 111 Services and Supplier NPFS Services, with each of the Implementation Service Charges in respect of the Supplier 111 Services and the Supplier NPFS Services being calculated and invoiced for separately:

| Milestone             | Milestone Description                                                                 | Amount of Charge (£) |
|-----------------------|---------------------------------------------------------------------------------------|----------------------|
| Design Milestone      | This Milestone is described in the definitions in Call-Off Schedule 23 (Definitions). |                      |
| Build Milestone       | This Milestone is described in the definitions in Call-Off Schedule 23 (Definitions). |                      |
| System Test Milestone | This Milestone is described in the definitions in Call-Off Schedule 23 (Definitions). |                      |

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                    |              |                                                                                                                                                                                                                                                                          |  |
|------------------------------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Service Milestone                  | Readiness    | This Milestone is described in the definitions in Call-Off Schedule 23 (Definitions).                                                                                                                                                                                    |  |
| Operational Commencement Milestone | Service Date | This Milestone is described in the definitions in Call-Off Schedule 23 (Definitions).                                                                                                                                                                                    |  |
| Service Completed Milestone        | Defects      | The date after the relevant Operational Service Commencement Date on which the Buyer accepts that any outstanding Test Issues have been fixed and completed by the Supplier in accordance with Call-Off Schedule 13 (Implementation Plan and Testing) and the Test Plan. |  |

**Note 1:** Any changes to the Milestone Dates set out above shall be subject to the Change Control Procedure.

**Note 2:** The Implementation Service Charges in respect of each Milestone for the Supplier 111 Services and for the Supplier NPFS Services are summarised for information purposes in Annex 10 of this Call-Off Schedule.

#### **2.1.4. Implementation of 111 Interpreter BSL Services or NPFS BSL Interpreter Services:**

Subject to Paragraph 14 of this Call-Off Schedule, if the 111 or NPFS BSL Interpreter Services are requested by the Buyer in accordance with the Change Control Process, the Supplier and the Buyer will discuss whether there are Implementation Service Charges attributed to the relevant BSL Interpreter Services and if appropriate the same Milestones and percentages of payment for the Implementation Service Charges as are set out in the table in Paragraph 2.1.3 of this Call-Off Schedule shall be used for the Implementation Service Charges payable in respect of the implementation of such requested BSL Interpreter Services.

#### **2.1.5. Implementation of Supplier 111 Video Consultation Services**

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Subject to Paragraph 14 of this Call-Off Schedule, if the Supplier 111 Video Consultation Services are requested by the Buyer in accordance with the Change Control Process, the Supplier and the Buyer will discuss whether there are Implementation Service Charges attributed to the Supplier 111 Video Consultation Services and if appropriate the same Milestones and percentages of payment for the Implementation Service Charges as are set out in the table in Paragraph 2.1.3 of this Call-Off Schedule shall be used for the Implementation Service Charges payable in respect of the implementation of such requested Supplier 111 Video Consultation Services.

**2.1.6. Implementation of Supplier 119 Services**

Subject to Paragraph 14 of this Call-Off Schedule, if the Supplier 119 Services are requested by the Buyer in accordance with the Change Control Procedure, the Supplier and the Buyer will discuss whether there are Implementation Service Charges attributed to the Supplier 119 Services and if appropriate the same Milestones and percentages of payment for the Implementation Service Charges as are set out in the table in Paragraph 2.1.3 of this Call-Off Schedule shall be used for the Implementation Service Charges payable in respect of the implementation of such requested Supplier 119 Services.

**2.1.7. Implementation of Services to Category 2 Cluster Member set out in Annex 1 of Call-Off Schedule 12 (Clustering):**

Subject to Paragraph 14 of this Call-Off Schedule, if the Supplier 111 Services or the Supplier NPFS Services for any Category 2 Cluster Member set out in Annex 1 of Call-Off Schedule 12 (Clustering), are requested by the Buyer in accordance with the Change Control Procedure, then unless otherwise agreed by the Buyer, the same Milestones and percentages of payment for the Implementation Service Charges as are set out in the table in Paragraph 2.1.3 of this Call-Off Schedule shall be used for the Implementation Service Charges payable in respect of the implementation of such requested Supplier NPFS Services or Supplier 111 Services for any Category 2 Cluster Member set out in Annex 1 of Call-Off Schedule 12 (Clustering).

**2.1.8. Implementation of Supplier NLP Services:**

Should Supplier 111 NLP Services or Supplier NPFS NLP Services be requested in accordance with the Change Control Procedure, then unless otherwise agreed with the Buyer for the Supplier 111 NLP Services or UKHSA for the Supplier NPFS NLP Services, the Implementation Service Charges are divided as set out below and the actual costs will be set out in the relevant Change Authorisation Note:

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| <b>Milestone</b>                                | <b>Milestone Description</b>                                                                                                                                                                                                                                             | <b>Amount of Charge (£)</b> |
|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Design Milestone                                | This Milestone is described in the definitions in Call-Off Schedule 23 (Definitions).                                                                                                                                                                                    |                             |
| Build Milestone                                 | This Milestone is described in the definitions in Call-Off Schedule 23 (Definitions).                                                                                                                                                                                    |                             |
| System Test Milestone                           | This Milestone is described in the definitions in Call-Off Schedule 23 (Definitions).                                                                                                                                                                                    |                             |
| Service Readiness Milestone                     | This Milestone is described in the definitions in Call-Off Schedule 23 (Definitions).                                                                                                                                                                                    |                             |
| Operational Service Commencement Date Milestone | The Milestone Date on which the Operational Services begin and ATP has been received. For clarity there will be an Operational Service Commencement Date for each of the Supplier 111 NLP Services, the Supplier NPFS NLP Services.                                      |                             |
| First NLP Tuning and accuracy testing Approved  | The date after the relevant Operational Service Commencement Date on which the Buyer accepts that the first phase of post-operational “fine-tuning” and adaptation testing is completed by the Supplier in accordance with Call-Off Schedule 13 (Implementation Plan and |                             |

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                 |                                                                                                                                                                                                                                                                                                       |  |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|                                                 | Testing) and the Test Plan.                                                                                                                                                                                                                                                                           |  |
| Second NLP Tuning and accuracy testing Approved | The date after the relevant Operational Service Commencement Date on which the Buyer accepts that the second phase of post-operational “fine-tuning” and adaptation testing is completed by the Supplier in accordance with Call-Off Schedule 13 (Implementation Plan and Testing) and the Test Plan. |  |
| Third NLP Tuning and accuracy testing Approved  | The date after the relevant Operational Service Commencement Date on which the Buyer accepts that the third phase of post-operational “fine-tuning” and adaptation testing is completed by the Supplier in accordance with Call-Off Schedule 13 (Implementation Plan and Testing) and the Test Plan.  |  |

**3. SERVICE CHARGES**

Subject to Paragraph 14 of this Call-Off Schedule, the Service Charges set out in Paragraphs 3.1 to 3.5 of this Call-Off Schedule shall apply.

**3.1. Maintenance Service Charges****3.1.1. Scope of Charges and Cost Allocation**

- 3.1.1.1. The Maintenance Service Charges shall be paid to the Supplier with respect to the Supplier's provision of the Services. The Maintenance Service Charges applicable following issue of any

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Satisfaction Certificate relating to the Operational Service Commencement Date of an Operational Service are set out in Annex 2 of this Call-Off Schedule and they will not change during the Call-Off Contract Period save as otherwise agreed by the Parties in accordance with Call-Off Schedule 24 (Change Control Procedure).

- 3.1.1.2. The Supplier's cost for the maintenance and management of the Services (including governance, Subcontractor management, third party contracts, fulfilment of the architectural requirements set out in Call-Off Schedule 20 (Call-Off Specification), regulatory compliance and reporting) costs relating to any period of Dormancy or the Operational SMS Services, all test equipment, shared equipment, costs for all non-COTS Third Party Software and COTS Software licences, costs relating to third party support and maintenance agreements (including the Third Party Contracts identified in Call-Off Schedule 6 (ICT Services)) have been included in the Maintenance Service Charges.
- 3.1.1.3. The Supplier acknowledges and confirms that the Maintenance Service Charges shall include the assignment, novation or transfer (as applicable and as more particularly described in Call-Off Schedule 6 (ICT Services) or as set out elsewhere in the Call-Off Contract) required to provide the Services under this Call-Off Contract. Payment of the Maintenance Service Charges shall be without prejudice to any rights the Buyer may have in respect of any future claw back following failure by the Supplier to achieve a related Service Level Threshold.

**3.1.2. Payment Mechanism, Frequency, Invoicing and Indexation**

- 3.1.2.1. **Payment Mechanism:** The Maintenance Service Charges are payable on a Monthly basis in accordance with Paragraph 3.1.2.2 of this Call-Off Schedule.
- 3.1.2.2. **Frequency:** Subject to Paragraph 3.1.1.1 of this Call-Off Schedule the Supplier shall be entitled to commence invoicing the Monthly Maintenance Service Charges in arrears at the end of the first Month from the relevant Operational Service Commencement Date and, thereafter, at the end of each subsequent Month until the end of the Call-Off Contract Period. The Parties agree that the first invoice for the Maintenance Service Charges may only cover part of a Month.
- 3.1.2.3. **Invoicing:** The Supplier shall be entitled to invoice the Charges under this Paragraph 3.1 in accordance with Paragraph 11 of this Call-Off Schedule to reflect any Service Credits (or other discounts) to be applied against the amounts due and payable by the Buyer under the relevant invoice.



**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

3.1.2.4. Where set out in a Change Authorisation Note or otherwise requested by the Buyer, the Supplier will invoice the Maintenance Service Charges relating to the Supplier 111 Services in accordance with the Barnett Formula. Where the Barnett Formula changes after the relevant Change Authorisation Note or other request from the Buyer has been made, the Buyer may request for invoices of the Maintenance Service Charges to be amended to take into account the changes to the Barnett Formula.

3.1.2.5. **Indexation:** Subject to Paragraph 9 of this Call-Off Schedule, Indexation shall not apply to the Maintenance Service Charges.

**3.2. NOT USED****3.3. Line Rental Charges****3.3.1. Scope of Charges and Cost Allocation**

3.3.1.1. The Line Rental Charges shall be paid to the Supplier with respect to the Supplier's provision of resilient data circuit SIP trunks (as more particularly described in Call-Off Schedule 20 (Call-Off Specification)) required to support the Supplier NPFS Services. The Line Rental Charges are set out in Annex 3 of this Call-Off Schedule.

3.3.1.2. The Supplier's cost for all resilient data circuit SIP trunks (as more particularly described in Call-Off Schedule 20 (Call-Off Specification)) used in the provision of the Supplier NPFS Services (as at the Call-Off Start Date or the start date of the relevant Change Authorisation Note whichever is later) have been included in the Line Rental Charges.

3.3.1.3. Any changes to Line Rental Charges payable in respect of circuits and/or SIP trunks required as a result of any increase or decrease from those detailed in Annex 2 of this Call-Off Schedule shall be subject to agreement in accordance with the Change Control Procedure.

**3.3.2. Payment Mechanism, Frequency, Invoicing and Indexation**

3.3.2.1. **Payment Mechanism:** The Line Rental Charges are included in the Maintenance Service Charges for the Supplier NPFS Services and will be invoiced for and paid for as set out in Paragraph 3.1 of this Call-Off Schedule.

3.3.2.2. **Indexation:** Subject to Paragraph 9 of this Call-Off Schedule, Indexation shall not apply to the Line Rental Charges.

**3.4. Software and Licensing Charges****3.4.1. Scope of Charges and Cost Allocation**

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 3.4.1.1. The Software and Licensing Charges are set out in Annex 3 of this Call-Off Schedule.

**3.4.2. Payment Mechanism, Frequency, Invoicing and Indexation**

- 3.4.2.1. **Payment Mechanism:** The Software and Licensing Charges are included in the Maintenance Service Charges and will be invoiced for and paid for as set out in Paragraph 3.1 of this Call-Off Schedule.

- 3.4.2.2. **Indexation:** Subject to Paragraph 9 of this Call-Off Schedule, Indexation shall not apply to the Software and Licensing Charges.

**3.5. Variable Usage Charges**

**3.5.1. Calls Charges**

- 3.5.1.1. The Call Charges are set out in Annex 6 of this Call-Off Schedule (including Mobile Charges, VOIP Carrier Charges and Landline Call Charges) and such Call Charges shall be chargeable by the Supplier under this Call-Off Contract depending on the usage and volumes set out in Annex 6 of this Call-Off Schedule. The Call Charges set out in Annex 6 of this Call-Off Schedule shall not be changed unless otherwise agreed in advance by the Parties in accordance with Call-Off Schedule 24 (Change Control Procedure).

- 3.5.1.2. Notwithstanding any other provision of this Call-Off Schedule, the Supplier shall charge all calls made by callers on a per second billing basis and they shall be quoted on a per minute basis.

- 3.5.1.3. The Supplier shall negotiate and, as part of the obligations set out in Call-Off Schedule 3 (Continuous Improvement), continue to monitor and renegotiate where necessary, competitive rates with UK telecommunications providers, as required, to carry and relay 111 Number voice calls, ensuring that the 111 Number is free to dial to the caller. This obligation may be part of a Benchmarking Review in accordance with Call-Off Schedule 16 (Benchmarking).

- 3.5.1.4. At the time the PSTN replacement begins, the Parties will meet to discuss in good faith the applicability of any tariffs that relate to such replacement of the PSTN. Notwithstanding the generality of the foregoing under this Paragraph 3.5.1.4, to the extent that any third party tariff charges apply, the most cost effective and competitive tariff will be promptly proposed by the Supplier for Approval by the Buyer.

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 3.5.1.5. The Supplier shall not invoice for any increase in inbound call volume resulting from failure of the phantom blocking element of the Services provided by the Supplier.
- 3.5.1.6. The Supplier's billing system is required to identify and allocate Abandoned Call Charges to the Buyer and UKHSA, as applicable, in relation to Abandoned Calls relating to the 111 Service and the Supplier NPFS Service and bill such Abandoned Call Charges in accordance with this Paragraph 3.5.1.6 and Paragraph 11.2 of this Call-Off Schedule. However, if any billing system is incapable of allocating Abandoned Calls to a service / destination, then:

- **Abandoned Calls during all periods other than NPFS Operation:** All Abandoned Call Charges incurred during all periods other than NPFS Operation shall be billed to and payable by the Buyer ("**Buyer Non-Pandemic Abandoned Call Charges**"); and
- **Abandoned Calls during NPFS Operation:** if the Supplier NPFS Services are in NPFS Operation, then the Buyer and UKHSA shall be billed for and shall pay Abandoned Call Charges in accordance with the following formulae:

**"A"** = Abandoned Call Costs for all calls during all periods other than NPFS Operation in the Month prior to entering into NPFS Operation;

**"B"** = NHS 111 Call Charges for all calls to the 111 Number during all periods other than NPFS Operation in the Month prior to entering into NPFS Operation;

**"C"** = NHS 111 Call Charges for all calls to the 111 Number in any Month during NPFS Operation;

**"D"** = All Abandoned Call Charges (i.e. for both calls to the 111 Number and NPFS) during each Month of NPFS Operation;

**"X"** = The Buyer's Abandoned Call Charges during each Month of NPFS Operation; and

**"Y"** = UKHSA's Abandoned Call Charges during each Month of NPFS Operation.

To calculate **"X"** (i.e. the Buyer's share of the Monthly Abandoned Call Charges during each Month of NPFS Operation):

$$\mathbf{C*(A/B) = X} \text{ (which shall be known as the "**Buyer Pandemic Abandoned Call Charges**")}$$

To calculate **"Y"** (i.e. UKHSA's share of the Monthly Abandoned Call Charges during each Month of NPFS Operation):

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**D - (C\*(A/B)) = Y** (which shall be known as the “**UKHSA Pandemic Abandoned Call Charges**”)

**3.5.2. SMS Charges**

- 3.5.2.1. The Inbound Charges and Outbound Charges for SMS are set out in Annex 6 of this Call-Off Schedule and shall be charged at the same rate whether the Operational SMS Service has been implemented in accordance with Paragraph 14 of this Call-Off Schedule or the Supplier is supplying the service (in respect of bounce back SMS) as more particularly described in Call-Off Schedule 20 (Call-Off Specification).
- 3.5.2.2. Outbound Charges for SMS will only be charged where the Buyer has not purchased a bundle of Outbound SMS or where a bundle has been fully utilised.
- 3.5.2.3. The Supplier shall negotiate and, as part of the obligations set out in Call-Off Schedule 3 (Continuous Improvement), continue to monitor and renegotiate where necessary, competitive rates with UK telecommunications providers, as required, to carry and relay 111 Number SMS messages, ensuring that the number is free to the sender. This obligation may be part of a Benchmarking Review in accordance with Call-Off Schedule 16 (Benchmarking).

**3.5.3. Payment Mechanism, Frequency, Invoicing and Indexation - for Call Charges and SMS Charges**

- 3.5.3.1. **Payment Mechanism:** The Charges under this Paragraph 3.5 are payable on a Monthly basis in accordance with Paragraph 3.5.3.2 of this Call-Off Schedule.
- 3.5.3.2. **Frequency:** The Supplier shall be entitled to commence invoicing the Charges under this Paragraph 3.5 in arrears at the end of the first Month from the Operational Service Commencement Date and, thereafter, at the end of each subsequent Month until the end of the Call-Off Contract Period. The Parties agree that the first invoice for the Call Charges and SMS Charges may only cover part of a Month.
- 3.5.3.3. **Invoicing:** The Supplier shall be entitled to invoice the Charges under this Paragraph 3.5 in accordance with Paragraph 11 of this Call-Off Schedule.
- 3.5.3.4. **Indexation:** Indexation shall not apply to Call Charges (including Mobile Charges, VOIP Carrier Charges, Landline Call Charges) and SMS Charges. However, increases to the Call Charges may be agreed by the Parties in accordance with Paragraphs 3.5.1.3 and 3.5.1.4 of this Call-Off Schedule.

**3.6. Call Volume Flexibility**

## **Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

### **CVP Port Process**

3.6.1. The Parties agree that from the relevant OSCD the Supplier shall provide the Services using a baseline of:

3.6.1.1. 350 CVP Ports in respect of the Supplier 111 Services; and

3.6.1.2. 100 CVP Ports (in total) in respect of the Supplier NPFS Services and Supplier 119 Services while in NPFS Dormancy;

3.6.1.3. 1762 CVP Ports (in total) in respect of the Supplier NPFS Services and Supplier 119 Services while in NPFS Operation,

in each case the “**CVP Ports Baseline**”. The number of CVP Ports allocated to the Supplier 111 Services are not shared with the Supplier NPFS Services and the Supplier 119 Services and vice versa.

3.6.2. If the call volumes to each of the Supplier 111 Services and/or the Supplier NPFS Services and Supplier 119 Services exceed capability of the CVP Port Baseline during any one (1) hour period (as measured at four (4) fifteen (15) minute intervals) the CVP application shall apply an unplanned overage (“**Unplanned Overage**”) process during which time:

3.6.2.1. Calls to the relevant Services will continue to be processed;

3.6.2.2. The number of active CVP Ports will be increased to allow the processing of the additional volume of calls; and

3.6.2.3. The additional CVP Ports used will be charged at £11 per CVP Port per month invoiced monthly in arrears. Any additional CVP Ports will be charged for the full month irrespective of the period of time the Unplanned Overage occurs.

3.6.3. Where the Buyer decides that it does not wish to continue with the Unplanned Overage process set out in Paragraph 3.6.2 it may at its discretion:

3.6.3.1. issue a Service Request in accordance with Call-Off Schedule 5 (Pricing Details) to implement CVP Port Capping; or

3.6.3.2. issue a Pre-Defined Service Request in accordance with Call-Off Schedule 5 (Pricing Details) to order additional CVP Ports (“**Planned Overage**”) .

3.6.4. If the Buyer elects to implement the Planned Overage process then:

3.6.4.1. The Buyer will provide call volumetric forecasting to the Supplier (giving no less than twenty one (21) days’ notice) for any anticipated Planned Overage periods such as Bank Holidays, NPFS Operation, winter / seasonal peaks. The Supplier will, within 3 Working Days of receiving such information from the Buyer,

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

calculate the additional number of CVP Ports required and the Charges that will be payable in relation to the required Planned Overage period (being no less than 1 month) for which the CVP Ports are required, based on the information provided by the Buyer and the relevant Charges set out in Annex 7 of this Call-Off Schedule;

- 3.6.4.2. The Supplier will provide the CVP Ports required for the Planned Overage from the date set out in the Pre-Defined Service Request for the agreed Planned Overage period;
- 3.6.4.3. The additional CVP Ports will cease at the end of the agreed Planned Overage period, as agreed with the Buyer;
- 3.6.4.4. The Buyer may request a Planned Overage period at any time during the Term of this Call-Off Contract and may request such on more than one occasion; and
- 3.6.4.5. Where the Buyer requests, by providing no less than twenty one (21) days notice, an extension to a Planned Overage period, such period to be no less than one (1) Month, the Supplier will continue to provide the Planned Overage until such time as the Buyer requests that the Planned Overage period is ended.
- 3.6.5. For the avoidance of doubt, any Charges for Unplanned Overage or Planned Overage can only be invoiced by the Supplier to the Buyer once the number of CVP Ports has increased.
- 3.6.6. The Parties agree that the provisions in this Paragraph **Error! Reference source not found.** relating to the Supplier 111 Services and Supplier NPFS Services and Supplier 119 Services are independent of each other.

**4. CALL-OFF CATALOGUE CHARGES**

- 4.1. The Services that can be ordered under this Call-Off Contract are set out in the Call-Off Catalogue in Annex 7 of this Call-Off Schedule along with the related Call-Off Catalogue Charges applicable at the Call-Off Start Date for the items identified in the Call-Off Catalogue.
- 4.2. For the avoidance of doubt, (i) all costs associated with testing the Supplier NPFS Services during Implementation shall be set out and included in the Implementation Service Charges and (ii) other than as specified under sub-paragraph (i) above of this Paragraph 4.1, all costs associated with testing the Supplier NPFS Services during the Call-Off Contract Period of this Call-Off Contract shall be on the basis set out in the Call-Off Catalogue Charges unless they are otherwise covered in the relevant Service Charges set out in Paragraph 2 of this Call-Off Schedule.
- 4.3. The Call-Off Catalogue Charges and the items in the Call-Off Catalogue in Annex 7 of this Call-Off Schedule may change from time to time during

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

the Call-Off Contract Period in accordance with and subject to the Change Control Procedure.

- 4.4. With the exception of those items set out in Paragraph 4.5 of this Call-Off Schedule, the Supplier shall consolidate all Call-Off Catalogue Charges for all items from the Call-Off Catalogue completed in any Month and issue an invoice Monthly in arrears to the Buyer or the relevant Cluster Member, as applicable. The Supplier shall issue with each invoice a supporting spread-sheet itemising all procured items from the Call-Off Catalogue completed during the previous Month.
- 4.5. The following items within the Call-Off Catalogue will require a Change Authorisation Note as set out in Call-Off Schedule 24 (Change Control Procedure) before they can be charged for:
  - 4.5.1. Supplier 111 NLP Services
  - 4.5.2. Supplier NPFS NLP Services
  - 4.5.3. Supplier 119 Services
  - 4.5.4. Supplier 111 Video Consultation Services
  - 4.5.5. Home Working Solution (Future)

And will then be invoiced for in accordance with the provisions set out in Paragraphs 2.1.5, 2.1.6 or 2.1.8 of this Call-Off Schedule as appropriate for any Implementation Service Charges and in accordance with Paragraph 3.1 for any Maintenance Service Charges and Paragraph 3.5 for any Variable Use Charges (unless agreed otherwise in the Change Authorisation Note).

- 4.6. Subject to Paragraph 9 of this Call-Off Schedule, Indexation shall not apply to the Call-Off Catalogue Charges.

**5. RATE CARD AND EXPENSES**

- 5.1. Subject to Paragraph 5.2 of this Call-Off Schedule, the Supplier shall not be entitled to be reimbursed by the Buyer for travel and subsistence (e.g. hotel and food) expenses incurred in the performance of the Services, except where specified otherwise in this Call-Off Schedule. Any expenses will only be agreed with the prior written permission of the Buyer (including in the applicable Impact Assessment) and will be subject to the Buyer Expenses Policy (as defined in Call-Off Schedule 23 (Definitions)), as amended from time to time.
- 5.2. For the avoidance of doubt, the Supplier shall only be entitled to charge expenses under Paragraph 5.1 of this Call-Off Schedule to the Buyer to the extent that they are incurred in connection with the Supplier providing Services under the Rate Card to the Buyer.

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 5.3. The professional services Day Rates in Annex 8 of this Call-Off Schedule shall apply to any chargeable changes which are to be carried out on a Time and Materials basis as expressly specified in this Call-Off Contract.
- 5.4. The Supplier shall only be entitled to charge the Day Rates applicable in Annex 8 to the level of skill and experience reasonably required to fulfil a particular task (whether or not the Supplier has to use more senior personnel or a higher skill grade). Subject to Paragraph 9 of this Call-Off Schedule, Indexation shall not apply to the Day Rates.
- 5.5. The Rate Card is based on 7.5 hours (whether or not such hours are worked consecutively and whether or not they are worked on the same day) and does not include travel time but if the actual hours incurred is less or more then the amount will be pro rata. Work outside of Working Hours shall be by agreement in advance with the Buyer and if agreed the Day Rates B in the table in Annex 6 of this Call-Off Schedule shall apply.
- 5.6. Any work carried out by a function or senior management grade which is not specified in Annex 8 of this Call-Off Schedule is not chargeable to the Buyer unless the Buyer specifically requests the Supplier to provide an individual of such a grade to support activities not related to the Services, in which case the Day Rates for such individuals shall be shall be agreed by the Buyer and the Supplier and calculated on the same basis as the other Day Rates in Annex 8 of this Call-Off Schedule.
- 5.7. If any change or activity is performed by a third party contractor or consultant, the Supplier shall only be entitled to charge the Buyer the applicable Day Rates in Annex 8 of this Call-Off Schedule unless the Buyer specifically requests to use a specific third party contractor or consultant, in which case, provided the Buyer provides its prior written consent, the Supplier shall be entitled to charge the third party contractor's or consultant's reasonable charges on a pass-through basis as agreed between the Parties.
- 5.8. Unless otherwise agreed in advance with the Buyer, no Charges shall be payable by the Buyer in connection with the Supplier preparing and agreeing a Change Request, Service Request or Operational Change and any related Impact Assessments and/or proposals in accordance with the Change Control Procedures. Charges payable in accordance with the Rate Card set out in this Paragraph 5 shall relate to the implementation of chargeable Changes only under the Change Control Procedure.
- 5.9. Charges payable for the implementation of chargeable changes shall be in accordance with the Rate Card set out in Annex 6 of this Call-Off Schedule.

**6. TERMINATION ASSISTANCE CHARGES**

- 6.1. Unless otherwise stated in Call-Off Schedule 10 (Exit Management):



## **Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 6.1.1. Termination Assistance requested by the Buyer shall be at no cost or charge to the Buyer if it is within the scope of an activity already covered by the Charges or is of general nature and does not involve an unreasonable level of effort from the Supplier to carry out such exit assistance;
  - 6.1.2. Termination Assistance requested by the Buyer shall be at no cost or charge to the Buyer if it relates to a reasonable level of support required by the Buyer in relation to a procurement process for any Replacement Services and/or the replacement of this Call-Off Contract;
- 6.2. Where Termination Assistance is stated in Call-Off Schedule 10 (Exit Management) as being chargeable by the Supplier, those Termination Assistance Charges will be calculated at the Day Rates set out in the Rate Card in Annex 8 of this Call-Off Schedule in accordance with Paragraph 4.4.3 of Call-Off Schedule 10 (Exit Management).
- 6.3. The Supplier shall, at the Buyer's request and subject to the Buyer providing at least fourteen (14) working days' written notice to the Supplier (unless the Parties agree an alternative written notice period), make available experienced and skilled Supplier Personnel to assist the Buyer and/or Cluster Members and/or their indirect customers for the continued support of the Services for a period of not greater than six (6) Months following the relevant exit date and such assistance shall be chargeable at the Day Rates set out in the Rate Card in Annex 8 of this Call-Off Schedule.

For the purposes of this Paragraph 6 all references to Termination Assistance shall mean those set out in Call-Off Schedule 10 (Exit Management), including under any Exit Plan. For the avoidance of doubt, all Termination Assistance Charges shall be to the account of the Supplier if such Termination Assistance relates to a termination by the Buyer for the Default of the Supplier under this Call-Off Contract.

## **7. FUTURE CHARGES**

- 7.1. The Charges for Future Services set out in Annex 9 of this Call-Off Schedule are estimated Charges and shall be agreed between the parties in accordance with the Change Control Procedure should the Future Services be required. For the avoidance of doubt, the decision to request the Future Services is for the Buyer.

## **8. DELAY PAYMENTS**

- 8.1. Delay Payments shall apply in accordance with Paragraph 6 of Call-Off Schedule 13 (Implementation Plan and Testing). The following Delay Payments shall apply:

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| MILESTONE                                                     | DELAY PAYMENT |
|---------------------------------------------------------------|---------------|
| Operational Service Commencement Date (Supplier 111 Service)  |               |
| Operational Service Commencement Date (Supplier NPFS Service) |               |
| Operational Service Commencement Date (Catalogue Items)       |               |

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| MILESTONE | DELAY PAYMENT |
|-----------|---------------|
|           |               |

8.2. Should further Services be requested in accordance with Call-Off Schedule 24 (Change Control Procedure) it is at the discretion of the Buyer whether Delay Payments will be required. Delay Payments related to this Paragraph 8.2 will be the same percentages as set out in Paragraph 8 of this Call-Off Schedule and based on the specific Implementation Service Charges set out in the relevant Change Authorisation Note.

**9. CONTRACT EXTENSION AND INDEXATION**

9.1. If the Buyer extends the Call-Off Initial Period or the existing Call-Off Contract Period in accordance with the Call-Off Contract, the terms and conditions of the Call-Off Contract shall continue to apply save that the Supplier is entitled to apply Indexation to the Charges (excluding the Call Charges but including the Day Rates) during the Call-Off Optional Extension Period in accordance with Paragraph 9.2 of this Call-Off Schedule and provided that the Indexation calculation and application is agreed by the Buyer and documented in accordance with Call-Off Schedule 24 (Change Control Procedure).

9.2. Any amounts or sums in this Call-Off Contract which are expressed to be subject to Indexation shall be adjusted in accordance with the following provisions:

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

9.2.1. Where Indexation applies to the relevant Charges and provided the Call-Off Initial Period has been extended, the adjustment to the relevant Charges shall be:

9.2.1.1. applied on Expiry Date of Call-Off Initial Period and each subsequent anniversary of such Expiry Date (each such date an "**Adjustment Date**"); and

9.2.1.2. determined by multiplying the relevant amount or sum by the percentage increase or decrease, with respect to any other amounts or sums in this Call-Off Contract which are expressed to be subject to this Paragraph 9.1, of the Consumer Price Index published for the relevant Adjustment Period.

9.2.2. Except as set out in this Paragraph 9.2, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Subcontractors of the performance of their obligations under or in connection with this Call-Off Contract.

9.2.3. Notwithstanding any provision to the contrary in Framework Schedule 3 (Framework Prices), any Indexation provisions in Framework Schedule 3 (Framework Prices) shall not apply to this Call-Off Contract. The Indexation provisions that apply to this Call-Off Contract are set out in this Paragraph 9.2. If there is a conflict between the provision of Framework Schedule 3 (Framework Prices) and this Call-Off Schedule in relation to Indexation, the provisions of this Call-Off Schedule shall apply and prevail.

9.2.4. Where, in accordance with Clause 39.2 or Clause 39.4 of Annex 1 of the Call-Off Order Form, the Term of this Call-Off Contract is extended for a Health Emergency Continuation Period the Parties agree that all Charges will be invoiced and paid for as set out in Clauses 39.3 and 39.5 of Annex 1 of the Call-Off Order Form respectively. At the time of a Health Emergency Continuation Period being requested, the Supplier will set out to the Buyer any hardware upgrade costs or additional Software and Licensing Charges and it is at the Buyer's discretion whether the activity relating to those additional costs is requested by the Buyer or whether the Parties agree a different approach. Where, by exception, any additional Charges are required, the Supplier will take all reasonable measures to minimise those additional Charges ensuring value for money and being able to fully justify such additional Charges.

**10. BASE CASE FINANCIAL MODEL**

10.1. The Base Case Financial Model shall be as follows:

10.1.1. The Base Case Financial Model is as detailed in Annexes 1 to 10 (inclusive) of this Call-Off Schedule.

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 10.1.2. All Charges including Costs, Overheads and Capital Costs are included in the Base Case Financial Model.

**11. SUPPORTING DOCUMENTATION & INVOICING**

- 11.1. All invoices and Supporting Documentation shall be sent as follows:

- 11.1.1. for invoices to NHS Commissioning Board via the Tradeshift electronic invoicing system or as otherwise directed; and
- 11.1.2. for invoices for Cluster Members, to the addresses or relevant electronic method set out in the relevant CAN.

**11.2. Invoicing between Buyer and Cluster Members**

- 11.2.1. The Supplier shall ensure that each invoice quotes the purchase order number and uses the same language and references as are identified in the purchase order as required by the Buyer and each Cluster Member (as defined in Call-Off Schedule 12 (Clustering).
- 11.2.2. Where applicable, the Annexes of this Call-Off Schedule identify how the Charges are to be allocated to the Buyer (including any Charges allocated to Cluster Members receiving the Supplier 111 Services) or UKHSA (including any Charges allocated to Cluster Members receiving the Supplier NPFS Services). The Supplier shall invoice the Buyer and UKHSA for their respective allocated Charges.
- 11.2.3. Certain Charges shall be allocated to the Buyer (including any Charges allocated to Cluster Member receiving the Supplier 111 Services) and UKHSA (including any Charges allocated to Cluster Members receiving the Supplier NPFS Services) in accordance with the relevant Change Authorisation Note.
- 11.2.4. Notwithstanding the generality of Paragraphs 11.2.2 and 11.2.3 of this Call-Off Schedule, if Charges can be directly attributable to the Buyer (including any Charges directly attributable to Cluster Members receiving the Supplier 111 Services), unless otherwise directed by the Buyer, such Charges shall be invoiced to the Buyer by the Supplier.
- 11.2.5. Notwithstanding the generality of Paragraphs 11.2.2 and 11.2.3 of this Call-Off Schedule, if Charges can be directly attributable to UKHSA (including any Charges directly attributable to Cluster Members receiving the Supplier NPFS Services), unless otherwise directed by the Buyer, such Charges shall be invoiced to UKHSA by the Supplier.
- 11.2.6. If at any time during the Call-Off Contract Period, the Supplier does not know who to invoice in respect of certain Charges, the Supplier shall agree with the Buyer how to proceed and invoice such Charges.

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 11.2.7. If a Cluster Member is identified in a Change Authorisation Note as the party to whom invoices should be sent, the Supplier shall invoice such Cluster Member in accordance with the instructions in the relevant Change Authorisation Note.
- 11.2.8. Any Service Credits due from the Supplier under this Call-Off Contract in respect of a particular Service will be apportioned in exactly the same ratio that the Buyer, UKHSA and/or the Cluster Members, as applicable, are obliged to pay for such Service under this Call-Off Contract.
- 11.2.9. At any time during the Call-Off Contract Period in accordance with the Change Control Procedure, the Buyer shall be entitled to change the payment and invoicing allocation described in this Paragraph 11.2 subject to the Buyer procuring the agreement of any Cluster Members affected by such change in advance.
- 11.2.10. If at any time during the Call-Off Contract Period a Cluster Member receiving the Supplier 111 Services terminates the provision of any part of the Services the Buyer agrees that it will from the relevant termination date pay that proportion of the Annual Maintenance Service Charges relating to the Supplier 111 Services that had, prior to the relevant termination date, been invoiced to the relevant Cluster Member such Charges to be agreed pursuant to a Change Authorisation Note.

**11.3. Invoicing procedure**

The Supplier shall ensure that each invoice contains the information set out in this Paragraph 11.3.

- 11.3.1. The Buyer or relevant Cluster Member, as applicable, shall accept and process for payment an electronic invoice (or in the case of Cluster Members the type of invoice specified in the CAN in accordance with Paragraph 11.1.2 of this Call-Off Schedule) submitted for payment by the Supplier where the invoice:
  - 11.3.1.1. is undisputed;
  - 11.3.1.2. complies with the provisions of this Paragraph 11.3; and
  - 11.3.1.3. complies with the European invoicing standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
- 11.3.2. The Supplier shall ensure that unless otherwise provided each invoice contains:
  - 11.3.2.1. the date of the invoice;
  - 11.3.2.2. a unique invoice number;
  - 11.3.2.3. the Service Period (or such other period(s) to which the relevant Call-Off Contract Charge(s) relate);

## **Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 11.3.2.4. the reference number for this Call-Off Contract;
- 11.3.2.5. the reference number of the purchase order to which it relates (if any);
- 11.3.2.6. the dates between which the Services subject of each of the Charges detailed on the invoice were performed;
- 11.3.2.7. any payments due in respect of Achievement of a Milestone;
- 11.3.2.8. the total Charges gross and net of any applicable Deductions and, separately, the amount of any disbursements properly chargeable to the Buyer under the terms of this Call-Off Contract and, separately, any VAT or other sales tax payable in respect of the same;
- 11.3.2.9. details of any agreed Service Credits or Delay Payments or similar Deductions that shall apply to the Charges detailed on the invoice;
- 11.3.2.10. any other adjustment agreed between the Parties as applying to the relevant Service Period; the Supplier shall automatically credit the Buyer with any other adjustment in the next invoice then due to be issued under this Call-Off Contract in the following Month;
- 11.3.2.11. reference to any reports required by the Buyer 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 Buyer, then to any such reports as are validated by the Buyer in respect of the Services); such reports shall not be included within the invoice and Supporting Documentation as required by the Buyer will be provided by separate cover;
- 11.3.2.12. a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries (which may be provided separately from the invoice with the Buyer's Approval) ; and
- 11.3.2.13. a detailed breakdown of the Monthly Charges showing the Charges relating to each element of the Services.
- 11.3.3. Within forty (40) days of the Call-Off Start Date (or in any event, prior to the issue of the Supplier's first formal invoice to the Buyer for payment), the Supplier will submit to the Buyer a sample invoice setting out all the information set out in this Paragraph 11 for review and Approval.
- 11.3.4. Once the Buyer has Approved the sample invoice submitted by the Supplier in accordance with Paragraph 11.3.3 of this Call-Off Schedule, the Supplier shall use it for the next invoice to be submitted pursuant to this Call-Off Schedule.

## **12. INVOICE PAYMENT AND DISPUTES**

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 12.1. Unless otherwise stated in this Call-Off Contract, payment will be made by the Buyer within thirty (30) days of receipt of a valid and correct invoice and in accordance with the provisions of this Call-Off Schedule.
- 12.2. The Supplier shall ensure that a term is included in any Sub-Contract permitted under this Call-Off Contract which requires the Supplier to pay any undisputed sums due to the relevant Subcontractor within a specified period that does not exceed thirty (30) days from the date the Supplier receives the Subcontractor's invoice in accordance with the terms of the Sub-Contract. The Supplier shall comply with such terms.
- 12.3. All invoices must be submitted to the Buyer on or before the last Working Day of the Month that falls three Months after the end of the Month in which the relevant Services (to which the invoice relates) were completed. Any invoice submitted by the Supplier after this period shall be invalid, and the Supplier expressly acknowledges, accepts and agrees that the Buyer shall have no obligation to pay any such invoice (in whole or in part) or bear any other liability in respect of the same.
- 12.4. The Buyer may Dispute, in good faith, any amount specified in any invoice. In these circumstances the:
  - 12.4.1. Buyer shall within fifteen (15) days of receipt by it of the disputed invoice notify the Supplier of the reasons for disputing the disputed amount
  - 12.4.2. NOT USED.
- 12.5. The Parties shall use all reasonable endeavours to resolve any Dispute over invoices within fifteen (15) days of the Dispute being raised, after which period either Party may refer the matter for resolution in accordance with Call-Off Schedule 36 (Dispute Resolution). Until such time as the Dispute is resolved the Buyer shall not be in default of any payment obligation in respect of all or any part of such invoice. Where a Dispute in relation to a disputed invoice is subsequently resolved:
  - 12.5.1. the Supplier shall within fifteen (15) days submit a new invoice for the corrected amount which the Buyer shall pay as soon as reasonably possible, if received on or before the fifth Working Day before the end of the Month in which the disputed invoice was originally issued, or
  - 12.5.2. if the original invoice is resolved to have been correct, for the purposes of Paragraph 12.1 of this Call-Off Schedule, the date of receipt of the invoice shall be taken to be the date on which the Dispute is agreed by the Parties to have been resolved, and



**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 12.5.3. the thirty (30) day period referred to in Paragraph 12.1 of this Call-Off Schedule shall be replaced with a fifteen (15) day period provided that the resulting date by which payment is to be made is not earlier than thirty (30) days after receipt of the original invoice.

**13. FINANCE REPORTS**

- 13.1. Within twenty (20) Working Days of the Call-Off Start Date, the Supplier shall provide the Buyer with an outline of the Finance Report template and details of how the process in respect of the financial monitoring and reporting will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

- 13.2. Such Finance Report shall contain, as a minimum, the following information in respect of the relevant Month (during the Implementation Period) or Service Period just ended:

- 13.2.1. Invoice schedule: issued and outstanding;
- 13.2.2. Actual numbers against the base lines under Paragraph 3 of this Call-Off Schedule;
- 13.2.3. Trend analysis;
- 13.2.4. The Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate;
- 13.2.5. Availability (this is a copy of information contained in the Performance Monitoring Report);
- 13.2.6. Change Requests for management awareness;
- 13.2.7. Commercial risks register;
- 13.2.8. Commercial issues log;
- 13.2.9. Tracking of volume sensitivity; and
- 13.2.10. Such other details as the Buyer may reasonably require from time to time.

- 13.3. The Finance Report shall be provided Monthly.

**14. PHASED IMPLEMENTATION OF THE SUPPLIER NPFS SERVICES, THE SUPPLIER 111 SERVICES FOR ANY CATEGORY 2 CLUSTER MEMBER SET OUT IN ANNEX 1 OF CALL-OFF SCHEDULE 12 (CLUSTERING) AND/OR SUPPLIER 111 NLP SERVICES, SUPPLIER NPFS NLP SERVICES**

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**AND/OR SUPPLIER 111 VIDEO CONSULTATION SERVICES, AS APPLICABLE**

14.1. Notwithstanding any other provision of the Call-Off Contract, the Parties acknowledge and agree that unless and until a Change Authorisation Note is agreed under the Change Control Procedure to commence the Supplier NPFS Services, the Supplier 111 Services for any Category 2 Cluster Member set out in Annex 1 of Call-Off Schedule 12 (Clustering), and/or Supplier 111 NLP Services, Supplier NPFS NLP Services and/or Supplier 111 Video Consultation Services, as applicable, as more particularly described in Paragraph 1.1.4 of Call-Off Schedule 20 (Call-Off Specification), all Charges relating to the Supplier NPFS Services, the Supplier 111 Services for any Category 2 Cluster Member set out in Annex 1 of Call-Off Schedule 12 (Clustering), and/or 111 NLP Services, Supplier NPFS NLP Services and/or Supplier 111 Video Consultation Services, in this Call-Off Schedule shall not apply, be chargeable or payable under this Call-Off Contract.

14.2. The Parties have agreed that:

- 14.2.1 the Supplier 111 Services for any Category 2 Cluster Member set out in Annex 1 of Call-Off Schedule 12 (Clustering) are not required at the Call-Off Start Date;
- 14.2.2 The Supplier 111 NLP Services, Supplier NPFS Services and Supplier NPFS NLP Services are not required at the Call-Off Start Date; and
- 14.2.3 the Supplier 111 Video Consultation Services are not required as at the Call-Off Start Date; and
- 14.2.4 if required pursuant to the Change Control Procedure, the Buyer may elect to add the Supplier 111 NLP Services, Supplier NPFS Services and/or Supplier NPFS NLP Service, the Supplier 111 Services for any Category 2 Cluster Member set out in Annex 1 of Call-Off Schedule 12 (Clustering) and the Supplier Video Consultation Services elements of that Service.

**15. RECOVERY OF SUMS DUE**

15.1. The Buyer or Cluster Member may retain or set off any amount owed to it by the Supplier (including any sum which the Supplier is liable to pay to the Buyer or relevant Cluster Member in respect of any breach of this Call-Off Contract, including Delay Payments) against any amount due to the Supplier under this Call-Off Contract (including under an Order from the Call-Off Catalogue) or under any other

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

agreement between the Supplier and the Buyer or relevant Cluster Member.

- 15.2. Any overpayment by either Party shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 15.3. The Supplier shall make any payments due to the Buyer or Cluster Member without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has Approval or a valid court order requiring an amount equal to such deduction to be paid by the Buyer or relevant Cluster Member to the Supplier.
- 15.4. Notwithstanding Paragraph 15.3 of this Call-Off Schedule nothing in this Call-Off Contract shall entitle the Supplier to set-off any Charges or other sums due from:
  - 15.4.1. any Cluster Members against any Charges due from the Buyer or any other Cluster Members; or
  - 15.4.2. the Buyer against any Charges due from any Cluster Member.

























































**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**ANNEX 4**

**NOT USED**

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**ANNEX 5**

**NOT USED**

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**ANNEX 6****VARIABLE USAGE CHARGES**

Notwithstanding any other provision of this Call-Off Schedule, where “PPM” is referenced in this Call-Off Schedule, it means that the Charge is charged on a per second basis but quoted on a per minute basis in GBP to four (4) decimal places (0.0000).

**1. Call Charges**

Call Charges payable in respect of the Supplier 111 Services, 119 Services and (where applicable) the Supplier NPFS Services shall be as set out below.

| Description |                                | Call Charges (£ per minute) |
|-------------|--------------------------------|-----------------------------|
| Year 1      | Mobile Daytime calls (ppm)     |                             |
|             | Mobile Evenings calls (ppm)    |                             |
|             | Mobile Weekend calls (ppm)     |                             |
|             | Landline Daytime calls (ppm)   |                             |
|             | Landline Evenings calls (ppm)  |                             |
|             | Landline Weekend calls (ppm)   |                             |
|             | VOIP Daytime calls (ppm)       |                             |
|             | VOIP Evening calls (ppm)       |                             |
|             | VOIP Weekend calls (ppm)       |                             |
|             | Phantom Calls - Daytime (ppm)  |                             |
|             | Phantom Calls - Evenings (ppm) |                             |
|             | Phantom Calls - Weekend (ppm)  |                             |
| Year 2      | Mobile Daytime calls (ppm)     |                             |
|             | Mobile Evenings calls (ppm)    |                             |
|             | Mobile Weekend calls (ppm)     |                             |
|             | Landline Daytime calls (ppm)   |                             |
|             | Landline Evenings calls (ppm)  |                             |
|             | Landline Weekend calls (ppm)   |                             |
|             | VOIP Daytime calls (ppm)       |                             |
|             | VOIP Evening calls (ppm)       |                             |
|             | VOIP Weekend calls (ppm)       |                             |
|             | Phantom Calls - Daytime (ppm)  |                             |
|             | Phantom Calls - Evenings (ppm) |                             |
|             | Phantom Calls - Weekend (ppm)  |                             |
| Year 3      | Mobile Daytime calls (ppm)     |                             |
|             | Mobile Evenings calls (ppm)    |                             |
|             | Mobile Weekend calls (ppm)     |                             |
|             | Landline Daytime calls (ppm)   |                             |
|             | Landline Evenings calls (ppm)  |                             |
|             | Landline Weekend calls (ppm)   |                             |

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|            |                                |
|------------|--------------------------------|
|            | VOIP Daytime calls (ppm)       |
|            | VOIP Evening calls (ppm)       |
|            | VOIP Weekend calls (ppm)       |
|            | Phantom Calls - Daytime (ppm)  |
|            | Phantom Calls - Evenings (ppm) |
|            | Phantom Calls - Weekend (ppm)  |
| Year 3+1   | Mobile Daytime calls (ppm)     |
|            | Mobile Evenings calls (ppm)    |
|            | Mobile Weekend calls (ppm)     |
|            | Landline Daytime calls (ppm)   |
|            | Landline Evenings calls (ppm)  |
|            | Landline Weekend calls (ppm)   |
|            | VOIP Daytime calls (ppm)       |
|            | VOIP Evening calls (ppm)       |
|            | VOIP Weekend calls (ppm)       |
|            | Phantom Calls - Daytime (ppm)  |
|            | Phantom Calls Evenings (ppm)   |
|            | Phantom Calls - Weekend (ppm)  |
| Year 3+1+1 | Mobile Daytime calls (ppm)     |
|            | Mobile Evenings calls (ppm)    |
|            | Mobile Weekend calls (ppm)     |
|            | Landline Daytime calls (ppm)   |
|            | Landline Evenings calls (ppm)  |
|            | Landline Weekend calls (ppm)   |
|            | VOIP Daytime calls (ppm)       |
|            | VOIP Evening calls (ppm)       |
|            | VOIP Weekend calls (ppm)       |
|            | Phantom Calls - Daytime (ppm)  |
|            | Phantom Calls - Evenings (ppm) |
|            | Phantom Calls Weekend (ppm)    |
| Year 3+2+1 | Mobile Daytime calls (ppm)     |
|            | Mobile Evenings calls (ppm)    |
|            | Mobile Weekend calls (ppm)     |
|            | Landline Daytime calls (ppm)   |
|            | Landline Evenings calls (ppm)  |
|            | Landline Weekend calls (ppm)   |
|            | VOIP Daytime calls (ppm)       |
|            | VOIP Evening calls (ppm)       |
|            | VOIP Weekend calls (ppm)       |
|            | Phantom Calls - Daytime (ppm)  |
|            | Phantom Calls Evenings (ppm)   |
|            | Phantom Calls Weekend (ppm)    |
| Year 3+2+2 | Mobile Daytime calls (ppm)     |
|            | Mobile Evenings calls (ppm)    |
|            | Mobile Weekend calls (ppm)     |
|            | Landline Daytime calls (ppm)   |
|            | Landline Evenings calls (ppm)  |



**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|  |                               |  |
|--|-------------------------------|--|
|  | Landline Weekend calls (ppm)  |  |
|  | VOIP Daytime calls (ppm)      |  |
|  | VOIP Evening calls (ppm)      |  |
|  | VOIP Weekend calls (ppm)      |  |
|  | Phantom Calls - Daytime (ppm) |  |
|  | Phantom Calls Evenings (ppm)  |  |
|  | Phantom Calls - Weekend (ppm) |  |

The Charge periods are as follows:

Daytime: 07:00 - 19:00 Monday to Friday

Weekend: 00:00-24:00 Saturday and Sunday

Evening: all other times

Where a call crosses one or more Charge periods, the Charges are calculated separately for each Charge period, rounded, and then added together.

**2. Inbound Charges for SMS**

|            | <b>SMS</b>               | <b>Charge (£)</b> |
|------------|--------------------------|-------------------|
| Year 1     | Daytime (ppt)            |                   |
|            | Evenings & weekend (ppt) |                   |
| Year 2     | Daytime (ppt)[           |                   |
|            | Evenings & weekend (ppt) |                   |
| Year 3     | Daytime (ppt)            |                   |
|            | Evenings & weekend (ppt) |                   |
| Year 3+1   | Daytime (ppt)            |                   |
|            | Evenings & weekend (ppt) |                   |
| Year 3+1+1 | Daytime (ppt)            |                   |
|            | Evenings & weekend (ppt) |                   |

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|            |                          |  |
|------------|--------------------------|--|
| Year 3+2+1 | Daytime (ppt)            |  |
|            | Evenings & weekend (ppt) |  |
| Year 3+2+2 | Daytime (ppt)            |  |
|            | Evenings & weekend (ppt) |  |

ppt means £ per text message

**3. Outbound SMS Charges**

The Buyer may order inclusive allowances of Outbound SMS UK texts from the Call-Off Catalogue at any time.

If the Outbound SMS usage exceeds the then current bundle size ordered and the Buyer has not ordered an additional bundle the Buyer will be charged [REDACTED] per additional Outbound SMS text sent in excess of the then current bundle size.

Any Outbound SMS bundle texts unused at the end of each 12 month bundle period shall be carried over to the following 12 month period.

**4. 111 BSL Interpreter Service Call Charges**

|            | Call Charge                | Charge (£) |
|------------|----------------------------|------------|
| Year 1     | Call Charge 24/7/365 (PPM) |            |
| Year 2     | Call Charge 24/7/365 (PPM) |            |
| Year 3     | Call Charge 24/7/365 (PPM) |            |
| Year 3+1   | Call Charge 24/7/365 (PPM) |            |
| Year 3+1+1 | Call Charge 24/7/365 (PPM) |            |
| Year 3+2+1 | Call Charge 24/7/365 (PPM) |            |
| Year 3+2+2 | Call Charge 24/7/365 (PPM) |            |

**5. NPFS BSL Interpreter Service Call Charges**



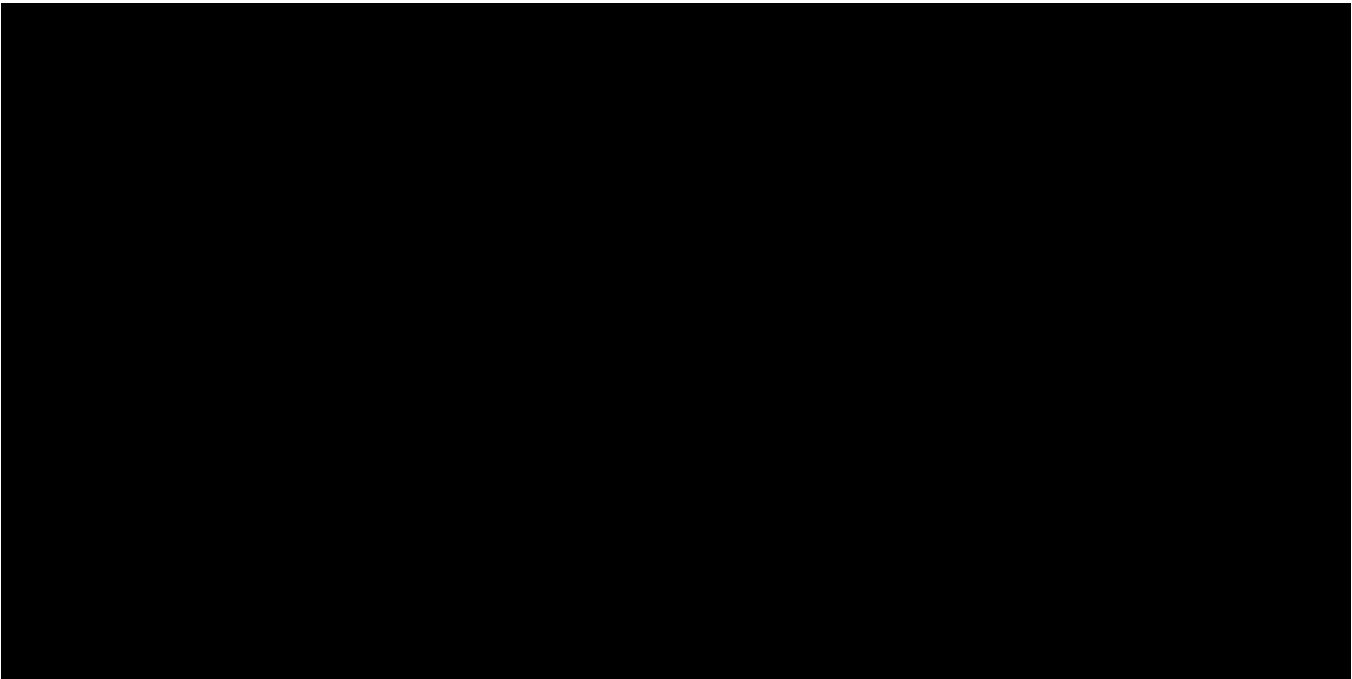
**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| Minutes from | Minutes to | Call Charge (PPM) |
|--------------|------------|-------------------|
| 6,500,001    | 15,000,000 |                   |
| 15,000,001   | 25,000,000 |                   |
| 25,000,001   | 40,000,000 |                   |
| 40,000,001   | and above  |                   |



**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**ANNEX 7****CALL-OFF CATALOGUE CHARGES**

## General Call-Off Catalogue Charges

| <b><u>NPFS</u></b> |                                                                                                                                                                                                                            |                                                      |                                    |                                   |                                                                               |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|------------------------------------|-----------------------------------|-------------------------------------------------------------------------------|
| <b>Ref</b>         | <b>Call-Off Catalogue Item Description</b>                                                                                                                                                                                 | <b>Charges (£) (One Off unless stated otherwise)</b> | <b>Pre-Defined Service Request</b> | <b>Service Request (Standard)</b> | <b>Time for change to be effected from receipt of request by the Supplier</b> |
|                    | NPFS business testing as a desktop exercise (allows the Buyer to do functional testing) to include transition from Dormancy to NPFS Operation and return to Dormancy (for the purposes of testing)                         |                                                      | No                                 | Yes                               |                                                                               |
|                    | NPFS business testing as a simulation with a very low volume (likely to be 150 concurrent calls but never more than 375 concurrent calls) across a 2 week period to include transition from Dormancy to NPFS Operation and |                                                      | No                                 | Yes                               |                                                                               |

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| <b>NPFS</b> |                                                                                                                                                                                                                                                      |  |     |     |  |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----|-----|--|
|             | return to Dormancy (for the purposes of testing)<br>Excludes any CVP Port overage.                                                                                                                                                                   |  |     |     |  |
|             | Change percentage split across NPFS call centres (during NPFS Operation)                                                                                                                                                                             |  | Yes |     |  |
|             | Set concurrency thresholds on delivery numbers (during NPFS Operation)                                                                                                                                                                               |  | Yes |     |  |
|             | Supply and implementation of SIP trunks to contact-centres where it has been identified the supplementary carrier interconnect capacity is required (per SIP trunk). Pricing is based on 5km distance from nearest Supplier point of presence (PoP). |  | No  | Yes |  |

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| <b><u>NPFS</u></b> |                                                  |  |  |    |     |  |
|--------------------|--------------------------------------------------|--|--|----|-----|--|
|                    | SIP Trunk Service Charge (Annual billed Monthly) |  |  | No | Yes |  |
|                    | SIP channel Charge per channel per month.        |  |  | No | Yes |  |
|                    | Additional CVP Ports (Planned Overage)           |  |  | No | Yes |  |

| <b><u>NHS111</u></b> |                                     |  |                                               |                             |                            |  |
|----------------------|-------------------------------------|--|-----------------------------------------------|-----------------------------|----------------------------|--|
| Ref                  | Call-Off Catalogue Item Description |  | Charges (£) (One Off unless otherwise stated) | Pre-Defined Service Request | Service Request (Standard) |  |
|                      | Change pre defined delivery         |  |                                               | Yes                         | No                         |  |

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|  |                                                                                    |  |  |     |     |
|--|------------------------------------------------------------------------------------|--|--|-----|-----|
|  | destination<br>(bundle of 1)                                                       |  |  |     |     |
|  | Change pre<br>defined delivery<br>destination<br>(bundle of 12)                    |  |  | Yes | No  |
|  | Add new delivery<br>destination<br>(bundle of 1)                                   |  |  | Yes | No  |
|  | Add new delivery<br>destination<br>(bundle of 8)                                   |  |  | Yes | No  |
|  | Change<br>percentage split<br>across call<br>centres<br>(NHS111)<br>(bundle of 1)  |  |  | Yes | No  |
|  | Change<br>percentage split<br>across call<br>centres<br>(NHS111)<br>(bundle of 12) |  |  | Yes | No  |
|  | Add or delete<br>Authority admin<br>accounts                                       |  |  | Yes | No  |
|  | Upload WAV<br>files (bundle of 1)                                                  |  |  | Yes | No  |
|  | Upload WAV<br>files (bundle of 4)                                                  |  |  | Yes | No  |
|  | Provide new<br>NGN memorable                                                       |  |  | No  | Yes |



**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|  |                                                                                                  |  |     |     |  |
|--|--------------------------------------------------------------------------------------------------|--|-----|-----|--|
|  | number options<br>(or equivalent):<br><br>Gold<br><br>Silver<br><br>Bronze                       |  |     |     |  |
|  | Monthly Service Charge<br>memorable number per new NGN :<br><br>Gold<br><br>Silver<br><br>Bronze |  | No  | Yes |  |
|  | Set concurrency thresholds on delivery numbers (NHS111) (bundle of 1)                            |  | Yes | No  |  |
|  | Set concurrency thresholds on delivery numbers (NHS111) (bundle of 4)                            |  | Yes | No  |  |
|  | CLI import                                                                                       |  | Yes | No  |  |
|  | CLI tag single (bundle of 1)                                                                     |  | Yes | No  |  |
|  | CLI tag single (bundle of 5)                                                                     |  | Yes | No  |  |

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|  |                                                                                                                                   |  |     |     |  |
|--|-----------------------------------------------------------------------------------------------------------------------------------|--|-----|-----|--|
|  | Create new routing area (a group of NNG, emergency areas and mast IDs that map to local health economy boundaries). (bundle of 1) |  | No  | Yes |  |
|  | Create new routing area (a group of NNG, emergency areas and mast IDs that map to local health economy boundaries). (bundle of 2) |  | No  | Yes |  |
|  | Import and update mobile mast data                                                                                                |  | Yes | No  |  |
|  | NHS111 routing change (temporarily change the routing of 111 Calls from given NNG or routing area (bundle of 1)                   |  | Yes | No  |  |
|  | NHS111 routing change (temporarily change the routing of 111 Calls from given NNG or routing area (bundle of 10)                  |  | Yes | No  |  |
|  | Record WAV files (normal                                                                                                          |  | Yes | No  |  |

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|  |                                                                                                               |  |     |    |  |
|--|---------------------------------------------------------------------------------------------------------------|--|-----|----|--|
|  | BAU) (bundle of 1)                                                                                            |  |     |    |  |
|  | Record WAV files (normal BAU) (bundle of 4)                                                                   |  | Yes | No |  |
|  | Record WAV files (emergency) (bundle of 1)                                                                    |  | Yes | No |  |
|  | Record WAV files (emergency) (bundle of 4)                                                                    |  | Yes | No |  |
|  | Minor script change (change announcements selected, menu options, inter announcement delay etc) (bundle of 1) |  | Yes | No |  |
|  | Minor script change (change announcements selected, menu options, inter announcement delay etc) (bundle of 4) |  | Yes | No |  |
|  | Create bespoke real time report                                                                               |  | Yes | No |  |
|  | Create bespoke historical report                                                                              |  | Yes | No |  |
|  | Creation of new CLI report (partitioned CLI                                                                   |  | Yes | No |  |

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|  |                                                                   |  |  |     |     |  |
|--|-------------------------------------------------------------------|--|--|-----|-----|--|
|  | report) (bundle of 1)                                             |  |  |     |     |  |
|  | Creation of new CLI report (partitioned CLI report) (bundle of 2) |  |  | Yes | No  |  |
|  | Call trace (per trace)                                            |  |  | Yes | No  |  |
|  | Outbound SMS texts (bundle of 100,000 texts)                      |  |  | Yes | No  |  |
|  | Outbound SMS texts (bundle of 1,000,000 texts)                    |  |  | Yes | No  |  |
|  | Outbound SMS texts (bundle of 2,000,000 texts)                    |  |  | Yes | No  |  |
|  | Additional CVP Ports (Planned Overage)                            |  |  | No  | Yes |  |

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NLP Charges:**

If NLP is requested by the Buyer in accordance with the terms of this Call-Off Contract, the NLP Charges below in this table shall apply.

| Ref | Call-Off Catalogue Item Description |  | Charges (£) | Pre-Defined Service Request | Service Request (Standard) | Time for change to be effected from receipt of request by the Supplier |
|-----|-------------------------------------|--|-------------|-----------------------------|----------------------------|------------------------------------------------------------------------|
|     | Implementation Service Charges      |  |             | No                          | No                         | As set out in CAN                                                      |
|     | Maintenance Service Charges         |  |             | No                          | No                         | As set out in CAN                                                      |
|     | Variable Usage Charges              |  |             | No                          | No                         | As set out in CAN                                                      |

**Note:**

- The Supplier agrees to set out the Charges for NLP to four (4) decimal places (e.g. 0.0000).
- Charges for NLP shall be on a per second billing basis and they shall be quoted on a per minute basis.

**Supplier 119 Services Charges:**

If Supplier 119 Services are requested by the Buyer in accordance with the terms of this Call-Off Contract, the Supplier 119 Services Charges below in this table shall apply.

| Ref | Call-Off Catalogue Item Description                                               |  | Charges (£) | Pre-Defined Service Request | Service Request (Standard) | Time for change to be effected from receipt of request by the Supplier |
|-----|-----------------------------------------------------------------------------------|--|-------------|-----------------------------|----------------------------|------------------------------------------------------------------------|
|     | Implementation Service Charges (only if the Supplier 119 Services have previously |  |             | No                          | No                         | As set out in CAN                                                      |

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Supplier 119 Services Charges:**

If Supplier 119 Services are requested by the Buyer in accordance with the terms of this Call-Off Contract, the Supplier 119 Services Charges below in this table shall apply.

| Ref | Call-Off Catalogue Item Description | Charges (£) | Pre-Defined Service Request | Service Request (Standard) | Time for change to be effected from receipt of request by the Supplier |
|-----|-------------------------------------|-------------|-----------------------------|----------------------------|------------------------------------------------------------------------|
|     | been terminated)                    |             |                             |                            |                                                                        |
|     | Maintenance Service Charges         |             | No                          | No                         | As set out in CAN                                                      |
|     | Variable Usage Charges              |             | No                          | No                         | As set out in CAN                                                      |

**Supplier Video Consultation Charges:**

If Supplier Video Consultation Services are requested by the Buyer in accordance with the terms of this Call-Off Contract, the Supplier Video Consultation Charges below in this table shall apply.

| Ref | Call-Off Catalogue Item Description | Charges (£) | Pre-Defined Service Request | Service Request (Standard) | Time for change to be effected from receipt of request by the Supplier (hours or Working Days) |
|-----|-------------------------------------|-------------|-----------------------------|----------------------------|------------------------------------------------------------------------------------------------|
|     | Implementation Service Charges      |             | No                          | No                         | As set out in the CAN                                                                          |
|     | Maintenance Service Charges         |             | No                          | No                         | As set out in the CAN                                                                          |
|     | Variable Usage Charges              |             | No                          | No                         | As set out in the CAN                                                                          |

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Exit Call-Off Catalogue**

| Ref | Call-Off Catalogue Item Description                                                                                      | Charges (£) | Pre-Defined Service Request | Service Request (Standard) | Time for change to be effected from receipt of request by the Supplier (hours or Working Days) |
|-----|--------------------------------------------------------------------------------------------------------------------------|-------------|-----------------------------|----------------------------|------------------------------------------------------------------------------------------------|
|     | Licences for 5 users to provide access to Cisco Voice recording data                                                     |             | No                          | No                         | As set out in CAN                                                                              |
|     | Voice recording archiving (based on 15TB of storage (indicative pricing only, to be confirmed at time of Change Request) |             | No                          | No                         | As set out in CAN                                                                              |
|     |                                                                                                                          |             |                             |                            |                                                                                                |

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**ANNEX 8****RATE CARD****1. Professional Service Rate Card**

| <b>Ref</b> | <b>Role</b>                                                                                                                                                                    | <b>Charge (£) per day</b> |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Ha1        | Project Coordinator - working under the direction of a Project Manager able to perform project administrative tasks e.g. order processing.                                     |                           |
| Ha2        | Junior Project Manager - at least 2 years project delivery experience, working under the direction of a Senior Project Manager responsible for managing less complex projects. |                           |
| Ha3        | Senior Project Manager – autonomous working with over 5 years' experience of delivering and managing complex projects.                                                         |                           |
| Ha4        | Database Designer / Architect                                                                                                                                                  |                           |
| Ha5        | Software Engineer                                                                                                                                                              |                           |
| Ha6        | Data Analyst                                                                                                                                                                   |                           |
| Ha7        | Network Designer / Architect                                                                                                                                                   |                           |
| Ha8        | Systems Architect                                                                                                                                                              |                           |
| Ha9        | Programming Support                                                                                                                                                            |                           |
| Ha10       | Systems Installation Engineer                                                                                                                                                  |                           |
| Ha11       | Application Specialist                                                                                                                                                         |                           |

The professional services Day Rates are calculated on the basis of an eight hour day during Working Hours.

Notwithstanding the generality of the foregoing, (i) the Supplier shall provide professional services to the Buyer, as applicable, if requested outside of the Working Hours provided that reasonable notice is given by the Buyer, as applicable, (except in exceptional or emergency circumstances where reasonable notice cannot be given) when such a request is being made; and (ii) the Supplier shall apply the same rates to professional services provided by the Supplier outside of Working Hours that apply to professional services provided during Working Hours if the Supplier is operating a flexible working regime for the Supplier's own operational purposes for employees and Subcontractors carrying out such professional services.



**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

All work is charged on an hourly basis prorated from the corresponding Day Rate.

Unless agreed in advance and confirmed in writing by the Buyer travel time will not be included as part of a Working Day.

Where there is a need to carry out work outside of Working Hours and the Buyer has agreed this in advance in writing the following premium shall apply:

- i. Outside Working Hours during Working Days and Saturday: 1.5 times corresponding Day Rate; and
- ii. Sunday and Bank Holiday: 2 times corresponding Day Rate.

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**ANNEX 9****FUTURE CHARGES****1. Home Working Solution Charges**

- 1.1 In accordance with Paragraph 7 of this Call-Off Schedule the estimated Charges for the Home Working (Future Service) solution are set out below:

| <b>Type of Charge</b>          | <b>Estimated Charge (££)</b> | <b>Period</b>                                                                                |
|--------------------------------|------------------------------|----------------------------------------------------------------------------------------------|
| Implementation Service Charges |                              | Milestone Payments to be based on those set out in Paragraph 2.1.3 of this Call-off Schedule |
| Maintenance Service Charge     |                              | Annual                                                                                       |
|                                |                              |                                                                                              |

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**ANNEX 10****SUMMARY OF MILESTONE PAYMENTS****1. Supplier 111 Service**

| <b>Milestone Number</b>               | <b>Amount of Charge (£)</b>               | <b>100% Value</b> | <b>Payment</b> |
|---------------------------------------|-------------------------------------------|-------------------|----------------|
| Design Milestone                      | 15% of the Implementation Service Charges |                   |                |
| Build Milestone                       | 25% of the Implementation Service Charges |                   |                |
| System Test Milestone                 | 15% of the Implementation Service Charges |                   |                |
| Service Readiness Milestone           | 30% of the Implementation Service Charges |                   |                |
| Operational Service Commencement Date | 10% of the Implementation Service Charges |                   |                |
| Service Defects Completed             | 5% of the Implementation Service Charges  |                   |                |

**2. Supplier NPFS Service**

| <b>Milestone Number</b> | <b>Amount of Charge (£)</b>               | <b>100% Value</b> | <b>Payment</b> |
|-------------------------|-------------------------------------------|-------------------|----------------|
| Design Milestone        | 15% of the Implementation Service Charges |                   |                |

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                       |                                           |  |
|---------------------------------------|-------------------------------------------|--|
| Build Milestone                       | 25% of the Implementation Service Charges |  |
| System Test Milestone                 | 15% of the Implementation Service Charges |  |
| Service Readiness Milestone           | 30% of the Implementation Service Charges |  |
| Operational Service Commencement Date | 10% of the Implementation Service Charges |  |
| Service Defects Completed             | 5% of the Implementation Service Charges  |  |

**3. Supplier NLP Services**

The values and payments for the Supplier NLP Services will be included in the relevant Change Authorisation Note, using the same percentage splits as set out in the table below.

| <b>Milestone Number</b>     | <b>Amount of Charge (£)</b>               | <b>100% Value</b> | <b>Payment</b> |
|-----------------------------|-------------------------------------------|-------------------|----------------|
| Design Milestone            | 15% of the Implementation Service Charges |                   |                |
| Build Milestone             | 20% of the Implementation Service Charges |                   |                |
| System Test Milestone       | 10% of the Implementation Service Charges |                   |                |
| Service Readiness Milestone | 25% of the Implementation Service Charges |                   |                |
| Operational Service         | 10% of the Implementation Service Charges |                   |                |

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                    |                                           |  |
|----------------------------------------------------|-------------------------------------------|--|
| Commencement Date                                  |                                           |  |
| First “fine-tuning” and accuracy testing Approved  | 5% of the Implementation Service Charges  |  |
| Second “fine-tuning” and accuracy testing Approved | 10% of the Implementation Service Charges |  |
| Third “fine-tuning” and accuracy testing Approved  | 5% of the Implementation Service Charges  |  |

**Call-Off Schedule 5 (Pricing Details) – Lot A**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Call-Off Schedule 6 (ICT Services)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 6**

**ICT SERVICES**

**Call-Off Schedule 6 (ICT Services)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Call-Off Schedule 6 (ICT Services)**

### **1. DEFINITIONS**

- 1.1. In this Call-Off Schedule, the provisions of Call-Off Schedule 23 (Definitions) shall apply.

### **2. WHEN THIS CALL-OFF SCHEDULE SHOULD BE USED**

- 2.1. This Call-Off Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.
- 2.2. All references to the “Buyer” in this Call-Off Schedule shall be deemed to include a reference to the Cluster Members (unless expressly stated otherwise) save in respect of any Approvals required from the Buyer pursuant to this Call-Off Schedule, in which case the Approval of only the NHS Commissioning Board shall be required.

### **3. BUYER DUE DILIGENCE REQUIREMENTS**

- 3.1. Where applicable to the Deliverables, the Supplier confirms that it has satisfied itself (and shall satisfy itself in relation to any subsequent Call-Off Start Date agreed pursuant to the Change Control Procedure) of all relevant details, including but not limited to, details relating to the following:
- 3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Call-Off Start Date or subsequent Call-Off Start Date agreed pursuant to the Change Control Procedure (as applicable)) future Operating Environment;
  - 3.1.2. operating processes and procedures and the working methods of the Buyer;
  - 3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
  - 3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Call-Off Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2. The Supplier confirms that it has advised the Buyer in writing, in advance of the Call-Off Start Date (and any subsequent Call-Off Start Date agreed pursuant to the Change Control Procedure), of:

OFFICIAL



**Call-Off Schedule 6 (ICT Services)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
- 3.2.2. its minimum requirements relating to screen size for the Services;
- 3.2.3. each aspect, if any, of the Operating Environment where the provision of the Services will be subject to site surveys, wayleaves and/or any other consents not yet granted;
- 3.2.4. the actions needed to remedy each such unsuitable aspect;
- 3.2.5. the access the Supplier requires in accordance with Paragraph 11.1.1 of this Call-Off Schedule; and
- 3.2.6. a timetable for and the costs of those actions.

**4. SOFTWARE WARRANTY**

4.1. The Supplier represents and warrants that:

- 4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Subcontractor) to the Buyer for the Call-Off Contract Period which are necessary for the performance of the Supplier's obligations under this Call-Off Contract (including the receipt of the Deliverables by the Buyer);
- 4.1.2. any licence for Licensed Software contains a clause permitting its future assignment or novation to the Buyer or any Other Supplier (as directed by the Buyer) at no additional cost to the Buyer or any Other Supplier;
- 4.1.3. all Components of the Specially Written Software shall:
  - 4.1.3.1. be free from material design and programming errors;
  - 4.1.3.2. perform in all material respects in accordance with the relevant specifications contained in Call-Off Schedule 14 (Service Levels), Call-Off Schedule 20 (Call-Off Specification) and Documentation; and
  - 4.1.3.3. not infringe any IPR.

**5. PROVISION OF ICT SERVICES**

5.1. The Supplier shall:

OFFICIAL

### **Call-Off Schedule 6 (ICT Services)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software, upgrade, update or New Releases;
- 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 5.1.3. ensure that the Supplier System will be free of all encumbrances;
- 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Call-Off Contract;
- 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables; and
- 5.1.6. install Software patches and service packs (where such service packs are solely a collection of patches) at no additional cost to the Buyer.

## **6. STANDARDS AND QUALITY REQUIREMENTS**

- 6.1. The Supplier shall at all times during the Call-Off Contract Period comply with the Standards and Laws and maintain, where applicable and unless otherwise agreed with the Buyer, accreditation with the relevant Standards' authorisation body. Where this Call-Off Schedule refers to any Laws to which the Supplier must comply, this is without prejudice to the Supplier's obligations to adhere to applicable Laws in accordance with this Call-Off Contract.
- 6.2. The Supplier shall provide the Deliverables in accordance with:
  - 6.2.1. the Standards;
  - 6.2.2. PSN / HSCN requirements (as applicable);
  - 6.2.3. all applicable Laws;
  - 6.2.4. relevant operating system standards;
  - 6.2.5. relevant communication standards;

OFFICIAL

**Call-Off Schedule 6 (ICT Services)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 6.2.6. relevant quality management (e.g. conformance to ISO 9000 standards);
- 6.2.7. systems development standards (e.g. use of SSADM standards or equivalent);
- 6.2.8. service management standards (e.g. follow the guidelines contained in the Office of Government Commerce's IT Infrastructure Library (ITIL guidelines) for delivering the service);
- 6.2.9. relevant project management standards (e.g. use of PRINCE2 or equivalent);
- 6.2.10. relevant risk management standards (e.g. use of HMG IAS1/2 risk assessment method or similar);
- 6.2.11. ISO/ICE 27001:2013, ISO/IEC 27002:2013, ISO 22301:2012 and ISO27031:2011 relating to Business Continuity management;
- 6.2.12. safety of DP Equipment IEC60950;
- 6.2.13. human factors – Ergonomics BS EN ISO 9241 or equivalent US/FCC certification;
- 6.2.14. Health and Safety at Work Act 1974;
- 6.2.15. diversity needs as governed by:
  - 6.2.15.1. the Equality Act 2010; and
  - 6.2.15.2. the principles, objectives and required outcomes of the Buyer's (which for the purposes of this Paragraph 6.2.15 shall mean NHS Commissioning Board only) diversity policy (which may be published from time to time on the Buyer's website), a copy of which (entitled 'NHS Equality, Diversity, and Inclusion in the Workplace Policy') as at the Call-Off Start Date is attached in the Annex to this Call-Off Schedule;
- 6.2.16. Data Protection Legislation;
- 6.2.17. FOIA; and
- 6.2.18. the Buyer's (which for the purposes of this Paragraph 6.2.18 shall mean NHS Commissioning Board only) sustainability

OFFICIAL

**Call-Off Schedule 6 (ICT Services)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

and ethical sourcing policies including as detailed in Call-Off Schedule 27 (Corporate Social Responsibility).

- 6.3. The Supplier shall, within the timescales agreed with the Buyer (such timescales must align with the Implementation Plan), develop quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.4. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Call-Off Contract.
- 6.5. Following Approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.6. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call-Off Contract Period:
  - 6.6.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Call-Off Contract;
  - 6.6.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
  - 6.6.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.
- 6.7. Throughout the Call-Off Contract Period, the Parties shall notify each other of new or emergent standards which could affect the Supplier's provision, or the receipt by the Buyer, of the Deliverables. The adoption of any such new or emergent standard or changes to existing Standards shall be agreed in accordance with the Change Control Procedure.
- 6.8. Where the Supplier reasonably believes that any of the Standards conflict with each other or with Good Industry Practice adopted after the Call-Off Start Date, the Supplier shall notify the Buyer of such conflict. The Buyer shall, in its absolute discretion, notify the Supplier which Standard or Good Industry Practice shall be adopted by the Supplier.

**7. ICT AUDIT**

- 7.1. The Supplier shall allow any Auditor access to the Supplier premises to:

OFFICIAL

**Call-Off Schedule 6 (ICT Services)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 7.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
- 7.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing; and
- 7.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

**8. MAINTENANCE OF THE ICT ENVIRONMENT**

- 8.1. The Supplier shall create and maintain a rolling schedule of planned maintenance to the Supplier System ("**Maintenance Schedule**") (including any freeze periods during which the Supplier will not carry out planned maintenance) and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer. Unless otherwise agreed by the Buyer, the Supplier shall not carry out any planned maintenance during the two (2) weeks prior to and during a major Bank Holiday period (being two (2) or more Bank Holidays in any two (2) week period) and one (1) week prior to and during a minor Bank Holiday period (being one (1) Bank Holiday in any one (1) week) and any other period that the Buyer notifies the Supplier during which the Supplier shall not carry out any maintenance and, for the avoidance of doubt, the Buyer may reject the Maintenance Schedule if the Maintenance Schedule includes planned maintenance during these periods.
- 8.2. Unless otherwise agreed with the Buyer, once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance, including to the Core Network.
- 8.4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.
- 8.5. Nothing in this Paragraph 8 shall relieve the Supplier from any obligations to deliver the Services in accordance with the provisions of this Call-Off Contract, including the Service Levels.

OFFICIAL

**Call-Off Schedule 6 (ICT Services)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**9. INTELLECTUAL PROPERTY RIGHTS IN ICT**

**9.1. Assignments granted by the Supplier: Specially Written Software**

9.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer (or any Cluster Member (as applicable) at the direction of the Buyer) with full title guarantee (or shall procure assignment to the Buyer (or any Cluster Member (as applicable) at the direction of the Buyer)), title to and all rights and interest in all IPRs in the Specially Written Software together with and including:

9.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and

9.1.1.2. 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 and the New IPR (together the **"Software Supporting Materials"**).

9.1.2. The Supplier shall:

9.1.2.1. inform the Buyer (being NHS Commissioning Board only) of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;

9.1.2.2. deliver to the Buyer (being NHS Commissioning Board only) the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven (7) days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each New Release of the Specially Written Software, in each case on media that is acceptable to the Buyer (being NHS Commissioning Board only) and the Buyer (being NHS Commissioning Board only) shall become the owner of such media upon receipt; and

OFFICIAL

**Call-Off Schedule 6 (ICT Services)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

9.1.2.3. without prejudice to Paragraph 9.1.2.2 of this Call-Off Schedule, provide full details to the Buyer (being NHS Commissioning Board only) of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer (or any Cluster Member (as applicable) at the direction of the Buyer) and shall procure that any relevant third party licensor shall grant to the Buyer (or any Cluster Member (as applicable) at the direction of the Buyer) a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

9.1.3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer (or any Cluster Member (as applicable) at the direction of the Buyer).

**9.2. Licences for non-COTS IPR from the Supplier and third parties to the Buyer**

9.2.1. Unless the Buyer gives its Approval the Supplier must not use any:

9.2.1.1. of its own Existing IPR that is not COTS Software;

9.2.1.2. third party software that is not COTS Software

9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall:

9.2.2.1. grant to the Buyer (and/or any Cluster Member (as applicable) at the direction of the Buyer) a perpetual, royalty-free and non-exclusive licence to use, adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business

OFFICIAL

**Call-Off Schedule 6 (ICT Services)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call-Off Contract Period and after expiry of the Call-Off Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier; and

9.2.2.2. provide support (as applicable) to the Buyer for the Buyer's use of the Supplier's Existing IPR in accordance with Paragraph 9.2.2.1 of this Call-Off Schedule.

9.2.3. Where the Buyer Approves the use of Third Party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software have granted to the Supplier, for the benefit of the Buyer and applicable Cluster Members, (or to the Buyer or any Cluster Member as a direct licence where agreed by the Buyer) all required rights to use the Third Party Software on terms at least equivalent to those set out in Paragraph 9.2.2 of this Call-Off Schedule. The Supplier shall notify the Buyer in writing of any and all terms applying to any such non-COTS Software which are in addition to the use provisions set out in this Call-Off Schedule. If the Supplier cannot obtain such a licence for the Buyer it shall:

9.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and

9.2.3.2. only use such Third Party IPR as referred to at Paragraph 9.2.3.1 of this Call-Off Schedule if the Buyer Approves the terms of the licence from the relevant third party.

9.2.4. Where the Supplier is unable to provide a licence of the Supplier's Existing IPR in accordance with Paragraph 9.2.2 of this Call-Off Schedule, it must meet the requirement by making use of COTS Software or Specially Written Software.

9.2.5. The Supplier may terminate a licence granted under Paragraph 9.2.2 of this Call-Off Schedule by giving at least thirty (30) days' notice in writing if there is a Buyer Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after

OFFICIAL



**Call-Off Schedule 6 (ICT Services)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

the Supplier gives the Buyer written notice specifying the breach and requiring its remedy. If the Supplier's right of termination under this Paragraph 9.2.5 of this Call-Off Schedule arises out of any act or omission of a Cluster Member, such right shall be exercised in accordance with Call-Off Schedule 12 (Clustering).

**9.3. Licences for COTS Software by the Supplier and third parties to the Buyer**

- 9.3.1. The Supplier shall either grant to the Buyer and all applicable Cluster Members, or procure that the owners or the authorised licensors of any COTS Software grant to the Supplier for the benefit of the Buyer and all applicable Cluster Members, all required rights to use any COTS Software on terms which meet the requirements of this Call-Off Schedule and in any event are no less favourable than those standard commercial terms on which such software is usually made commercially available. The Supplier shall notify the Buyer in writing of any and all terms applying to any such COTS Software which are in addition to the use provisions set out in this Call-Off Schedule.
- 9.3.2. Where the Supplier owns the COTS Software it shall make available the COTS Software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.4. The Supplier shall notify the Buyer (being NHS Commissioning Board only) within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) Months following the date of such notice:
- 9.3.4.1. will no longer be maintained or supported by the developer; or
  - 9.3.4.2. will no longer be made commercially available.
- 9.3.5. The Supplier shall, within seven (7) days of providing a notice in accordance with Paragraph 9.3.4 of this Call-Off Schedule, provide suitable replacement software to replace any such

OFFICIAL

**Call-Off Schedule 6 (ICT Services)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

COTS Software and such replacement shall ensure continuity of the Services.

**9.4. Buyer's right to assign/novate licences**

9.4.1. The Buyer may assign, novate or otherwise transfer its rights, obligations and/or permissions under the licences granted pursuant to Paragraph 9.2 of this Call-Off Schedule to:

9.4.1.1. a Central Government Body; or

9.4.1.2. Devolved Administration; or

9.4.1.3. 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 Buyer.

9.4.2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in Paragraph 9.2 of this Call-Off Schedule.

**9.5. Licence granted by the Buyer**

9.5.1. The Buyer grants to the Supplier a royalty-free, revocable, non-exclusive, non-transferable and non-sublicensable licence during the Call-Off Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Call-Off Contract, including the right to grant sub-licences to Subcontractors provided that any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (What you must keep confidential) (as amended by Annex 1 of the Order Form).

9.5.2. Subject to the contrary expressly agreed between the Parties pursuant to sub-Paragraph 9.5.1 of this Call-Off Schedule, the Supplier shall cease using the Buyer Software and the Specially Written Software and return the same to the Buyer on the Call-Off Expiry Date, the Call-Off End Date or the date on which the Services cease to be performed (whichever is earlier).

9.5.3. The Supplier shall indemnify the Buyer and all applicable Cluster Members against any Losses incurred by the Buyer arising out of any breach by the Supplier of the terms on which the Buyer Software or Specially Written Software is licensed

OFFICIAL

**Call-Off Schedule 6 (ICT Services)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

to it by the Buyer pursuant to Paragraph 9.5.1 of this Call-Off Schedule.

**9.6. Open Source Software Publication**

9.6.1. Unless the Buyer (being for the purposes of this Paragraph 9.6, NHS Commissioning Board only) otherwise agrees in advance in writing (and subject to Paragraph 9.6.3 of this Call-Off Schedule) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:

9.6.1.1. suitable for publication by the Buyer as Open Source Software; and

9.6.1.2. based on Open Standards (where applicable),

and the Buyer may, at its sole discretion, publish the same as Open Source Software.

9.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:

9.6.2.1. are suitable for release as Open Source Software and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;

9.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;

9.6.2.3. do not contain any material which would bring the Buyer into disrepute;

9.6.2.4. can be published as Open Source Software without breaching the rights of any third party;

9.6.2.5. will be supplied in a format suitable for publication as Open Source Software no later than the date notified by the Buyer to the Supplier; and

OFFICIAL

**Call-Off Schedule 6 (ICT Services)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

9.6.2.6. do not contain any Malware.

9.6.3. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source Software format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source Software), the Supplier shall:

9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source Software publication; and

9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source Software.

**9.7. Malware**

9.7.1. The Supplier shall, throughout the Call-Off Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malware.

9.7.2. If Malware is found, the Parties shall co-operate to reduce the effect of the Malware and, particularly if Malware causes loss of operational efficiency or loss or corruption of Buyer Data, assist each other to mitigate any Losses and to restore the provision of the Deliverables to its desired operating efficiency.

9.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 9.7.2 of this Call-Off Schedule shall be borne by the Parties as follows:

9.7.3.1. by the Supplier, where the Malware originates from the Supplier Software, the Third Party Software supplied by the Supplier or the Buyer Data (whilst the Buyer Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malware was present

OFFICIAL

**Call-Off Schedule 6 (ICT Services)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

- 9.7.3.2. by the Buyer, if the Malware originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

**9.8. Content blocking software**

The Supplier shall, throughout the Call-Off Contract Period, review and modify as required all content blocking software to take account of the health related context of the Services.

**10. SUPPLIER-FURNISHED TERMS**

**10.1. Software Licence Terms**

- 10.1.1. Any additional terms for the Buyer's use of Third Party Software which is non-COTS Software in accordance with Paragraph 9.2.3 of this Call-Off Schedule are detailed in Part 1A of Call-Off Schedule 22 (Supplier-Furnished Terms).
- 10.1.2. Any additional terms for licensing of COTS Software in accordance with Paragraph 9.3 of this Call-Off Schedule are detailed in Part 1B of Call-Off Schedule 22 (Supplier-Furnished Terms).

**11. BUYER PREMISES**

**11.1. Licence to occupy Buyer Premises**

- 11.1.1. Any Buyer Premises (or specific part of the Buyer Premises necessary for the provision of the Services) (which for the purposes of this Paragraph 11 of this Call-Off Schedule shall include the premises (or any part) of any Cluster Member) to be made available to the Supplier shall be made available on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call-Off Contract. The Supplier shall have the use of such Buyer Premises (or specific part of the Buyer Premises necessary for the provision of the Services) as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call-Off Contract and in accordance with Call-Off Schedule 10 (Exit Management).
- 11.1.2. The Supplier shall limit access to the Buyer Premises (or specific part of the Buyer Premises necessary for the provision of the Services) to such Supplier Staff as is necessary to enable it to perform its obligations under this Call-Off Contract

OFFICIAL

**Call-Off Schedule 6 (ICT Services)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

and the Supplier shall co-operate (and ensure that the Supplier Staff co-operate) with such other persons working concurrently on such Buyer Premises (or specific part of the Buyer Premises necessary for the provision of the Services) as the Buyer may reasonably request.

- 11.1.3. Save in relation to such actions identified by the Supplier in accordance with Paragraph 3.2 of this Call-Off Schedule of this Call-Off Schedule and set out in the Order Form (or elsewhere in this Call-Off Contract), should the Supplier require modifications to the Buyer Premises (or specific part of the Buyer Premises necessary for the provision of the Services), such modifications shall be subject to Approval and shall be carried out by the Buyer at the Supplier's expense. The Buyer shall undertake any modification work which it approves pursuant to this Paragraph 11.1.3 without undue delay. Ownership of such modifications shall rest with the Buyer.
- 11.1.4. The Supplier Staff who access the Buyer Premises (or specific part of the Buyer Premises necessary for the provision of the Services) in accordance with this Paragraph 11 shall be vetted in accordance with Call-Off Schedule 18 (Background Checks) and any other security checks the Buyer reasonably requires. The Supplier shall procure that all such Supplier Staff enter into appropriate non-disclosure agreements as reasonably required by the Buyer.
- 11.1.5. The Supplier shall observe and comply with such rules, regulations and policies (including social media policies) as may be in force at any time for the use of such Buyer Premises (or specific part of the Buyer Premises necessary for the provision of the Services) and conduct of personnel at the Buyer Premises as determined by the Buyer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 11.1.6. The Parties agree that there is no intention on the part of the Buyer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call-Off Contract, the Buyer retains the right at any time to use any Buyer Premises (or specific part of the Buyer Premises necessary for the provision of the Services) in any manner it sees fit.

OFFICIAL

**Call-Off Schedule 6 (ICT Services)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**11.2. Security of Buyer Premises**

- 11.2.1. The Buyer shall be responsible for maintaining the security of the Buyer Premises. The Supplier shall comply with the reasonable security requirements of the Buyer while on the Buyer Premises.
- 11.2.2. The Buyer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

**12. BUYER PROPERTY**

- 12.1. Where the Buyer issues Buyer Property free of charge to the Supplier such Buyer Property shall be and remain the property of the Buyer and the Supplier irrevocably licences the Buyer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Buyer Property.
- 12.2. The Supplier shall not in any circumstances have a lien or any other interest on the Buyer Property and at all times the Supplier shall possess the Buyer Property as fiduciary agent and bailee of the Buyer.
- 12.3. The Supplier shall take all reasonable steps to ensure that the title of the Buyer to the Buyer Property and the exclusion of any such lien or other interest are brought to the notice of all Subcontractors and other appropriate persons and shall, at the Buyer's request, store the Buyer Property separately and securely and ensure that it is clearly identifiable as belonging to the Buyer.
- 12.4. The Buyer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within five (5) Working Days of receipt.
- 12.5. The Supplier shall maintain the Buyer Property in good order and condition (excluding fair wear and tear) and shall use the Buyer Property solely in connection with this Call-Off Contract and for no other purpose without Approval.
- 12.6. The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with Call-Off Schedule 9 (Security) and the Buyer's reasonable security requirements from time to time.
- 12.7. The Supplier shall be liable for all loss of, or damage to the Buyer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by a Buyer Cause. The Supplier shall inform the Buyer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Buyer Property.

OFFICIAL

**Call-Off Schedule 6 (ICT Services)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**13. SUPPLIER EQUIPMENT**

- 13.1. Unless otherwise stated in the Order Form (or elsewhere in this Call-Off Contract), the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.
- 13.2. The Supplier shall not deliver any Supplier Equipment nor begin any work on any Buyer Premises without obtaining Approval.
- 13.3. The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call-Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal.
- 13.4. Other than for losses or damages to property located on Buyer Premises caused by Buyer negligence, all the Supplier's property (including Supplier Equipment), located on any Buyer Premises shall remain the Supplier's sole risk and responsibility.
- 13.5. Subject to any express provision to the contrary in the BCDR Plan (if applicable), the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call-Off Contract, including the Service Levels.
- 13.6. The Supplier shall maintain all Supplier Equipment within the Sites and/or any Buyer Premises in a safe, serviceable and clean condition.
- 13.7. The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:
  - 13.7.1. remove from the Buyer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with this Call-Off Contract; and
  - 13.7.2. replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.

OFFICIAL



## Call-Off Schedule 6 (ICT Services)

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

# Annex

- Any relevant manufacturer's standards, specifications and guidelines;
- The Buyer's (which for the purposes of this Annex to this Call-off Schedule shall mean NHS Commissioning Board only) policies from time to time available on the Buyer's website at <http://www.england.nhs.uk/about/policies> which relate directly or indirectly to the provision of the Deliverables by the Supplier including without limitation anti-bribery and corruption policies, non-collusive tendering and equality and diversity;
- The Buyer's Fraud and Bribery Policy as available through <https://www.england.nhs.uk/publication/tackling-fraud-bribery-and-corruption-policy-and-corporate-procedures/>;
- NHS Information Governance policy as set out in <https://www.england.nhs.uk/wp-content/uploads/2019/10/information-governance-policy-v5.1.pdf>; and
- NHS Caldicott Guidelines as available through, [The Caldicott Principles - GOV.UK \(www.gov.uk\)](http://www.gov.uk)
- NHS Equality, Diversity, and Inclusion in the Workplace Policy:



Equality, Diversity  
and Inclusion in the

The Buyer shall provide and / or make available to the Supplier any material changes to such policies and the Supplier shall comply with any updates thereto.

OFFICIAL



# NHS England and NHS Improvement



## Equality, Diversity and Inclusion in the Workplace Policy

This information can be made available in alternative formats, such as braille or large print. Please contact the Diversity and Inclusion Team at [england.diversity@nhs.net](mailto:england.diversity@nhs.net)

### 1. Key messages

Our organisation is committed to treating all our people fairly and responsibly. All aspects of our business, including the relationships we create, our approach to work and the decisions we make are built on values including a commitment to equality, diversity and inclusion.

This policy supports all workers to pro-actively promote equality and diversity and remove any barriers to our people doing a great job.

We operate a zero-tolerance approach to discrimination, bullying and harassment. This means that all reported instances will be addressed. Everybody's behaviour is expected to be exemplary and reflect this policy.

This policy supports workers to tackle and eliminate both overt and covert acts of discrimination and to highlight requirements and practices which, although possibly unintentional, are discriminatory in nature.

Information, support and advice is available to help put this policy into practice. This is explained throughout this policy.

### 2. Definitions and scope

This policy sets out what we mean by different terms. The following definitions have come from our previous policies. They have been updated in line with feedback from our key stakeholders including our Diversity Staff Networks. The definitions also reflect our legal obligations.

This policy covers all **workers**. For the purposes of this policy, this term covers job applicants, employees of NHS England, NHS Improvement, NHS X, contractors/agency



staff, visitors including members of the public secondees and workers from other organisations working on the same sites.

**Equality** means creating fair circumstances where everyone can fulfil their role and reach their potential. This means removing barriers, eliminating discrimination and ensuring equal opportunities and access for all groups and identities.

**Diversity** means differences. Our organisation is committed to promoting a culture that actively values differences. Everyone is an individual, and everyone is different, whether this is visible or not.

**Inclusion** means a culture where everyone respects and accepts differences, and everyone can feel valued for their contributions and be themselves at work without needing to hide aspects of their identity out of fear. A safe and inclusive culture enhances the way we all work.

We promote equality across the following **protected characteristics**, covered in law by the Equality Act 2010:

- Age
- Disability including physical and mental health conditions
- Gender reassignment
- Marital or civil partnership status
- Pregnancy and maternity
- Race
- Religion and belief or lack of belief
- Sex
- Sexual orientation

In addition, our organisation promotes fair and equal treatment for all people. No worker or job applicant should be treated unfairly based on **other characteristics** such as gender identity and expression (covering all trans and non-binary identities), paternity, parental and caring status, lifestyle preferences (for example veganism), or political belief. This list is not exhaustive.

It is recognised that employees may perceive that they are treated unfairly for reasons which are unrelated to a protected characteristic. Whilst it is hoped any such concerns may be addressed on an informal basis, employees may wish to refer to the NHS England [Grievance Policy](#) / NHS Improvement [Grievance Policy](#) and the NHS England [Respect at Work policy](#) / NHS Improvement [Whistleblowing Policy](#).

**Positive action** is a limited range of lawful actions that seeks to address an imbalance in employment opportunities among targeted groups who have previously experienced disadvantage, or who have been subject to discriminatory policies and practices, or who are underrepresented on the workforce.

The organisation supports a positive action approach to diversity and supports its use where necessary.

Broadly speaking, **discrimination** is treating a person less favourably than you would treat (or would treat) others because of a protected characteristic. For example, a manager withholding progression opportunities from a bisexual colleague based on personal prejudices, assumptions and stereotypes.

**Harassment** is unwanted conduct related to a relevant protected characteristic which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile,



degrading, humiliating or offensive environment for that individual, and where it was reasonable for the conduct to have had that effect. For example, team members dictating which bathroom facilities a trans colleague should use.

The Equality Act 2010 also protects you if people in your life, like family members or friends, have a protected characteristic and you are treated unfairly because of that. This is called **discrimination by association**. For example, a line manager refusing to consider flexible working arrangements for a worker whose son is disabled and for whom they have a caring responsibility.

**Discrimination by perception** is when you are discriminated against because of a perceived protected characteristic. Whether or not this is accurate, this form of discrimination is illegal. An example is an unfair recruitment decision about a candidate because they are believed to be from a certain religious background; even though the candidate may not be, the law protects them.

For more information see the NHS England [Respect at Work Policy](#) / NHS Improvement [Harassment Policy](#) and Section 4 below.

### 3. The context of this policy

Our organisation aims to represent the diversity of the communities we serve. This means we want our workforce to reflect the wider population in terms of demographics. We want to attract and retain a wide range of staff who identify across the protected characteristics in the same proportion as the wider population of England. A diverse workforce helps us understand and stay in touch with issues that are relevant to a diverse population.

The NHS Long Term Plan sets a 10-year vision to help us deliver our role in the health system and make improvements. As the NHS was founded to provide universal access to healthcare, the Long-Term Plan aims to reduce health inequalities and promote compassionate and diverse leadership.<sup>1</sup>

Respect, equality and diversity are central to changing culture and are at the heart of the NHS People Plan, which says it is not enough for the NHS merely to continue to champion the idea of inclusion and diversity. "We must recognise our shortcomings in this area and listen to the experience of those who face exclusion and marginalisation to understand how to advance equality and diversity better. We need to develop leaders who have the knowledge, skills and behaviours to create and sustain cultures of compassion and inclusion."<sup>2</sup>

Considering this vision for the NHS, employment can be considered a health outcome. This means that staying in employment, and having a good experience at work, can help people be healthier and reduce health inequalities. Some people and groups face barriers that others do not. Ensuring equal opportunity and access may mean taking extra steps to remove barriers and enable full participation.

### 4. Applying this policy in practice

---

<sup>1</sup> [NHS Long Term Plan](#), 4.7

<sup>2</sup> [Interim NHS People Plan](#), page 16.



## 4.1 If you become aware of discrimination, bullying and harassment

All workers have a responsibility to challenge discrimination when it occurs, and promptly raise any concerns relating to unlawful discrimination or equality, diversity and inclusion in a timely manner to their line manager, HR & OD or Trade Union representative.

Workers may not harass or victimise others who raise complaints or allegations of bullying, harassment or discrimination, or who provide information on this. Workers are not permitted to discriminate or induce others to do so.

All workers have a duty to maintain a professional and inclusive working environment and treat everyone with respect and dignity.

All managers are expected to be familiar with related policies, including the policies on [Harassment \(NHS Improvement\)](#) and [Respect at Work \(NHS England\)](#), and address bullying and harassment, complaints and grievances promptly and fairly, in a consistent manner. For example, if a manager becomes aware of comments made in the office based on stereotypes about sexual orientation or trans identities, they must address the incident promptly to raise the standards of professionalism and rebuild a safe team culture.

Managers are expected to work with staff directly to promote equality law, individual responsibilities and to prevent discrimination. Managers must ensure the workers and teams they manage are fully trained, compliant and knowledgeable of relevant laws and policies as soon as they start work here. They must hold those who directly report into them responsible and accountable for implementing this policy locally, including those within their line management chain.

Managers must ensure the teams and workers they manage know how to report instances of bullying, harassment and discrimination as below.

Managers are expected to be safe and approachable individuals in this respect but also must be positive and effective role models with regard to their own behaviour relating to diversity and inclusion issues.

Proven cases of bullying, harassment or discrimination may lead to the issue of sanctions under the Disciplinary Policy. Cases of harassment or discrimination with proven malicious intent may be considered as gross misconduct and may lead to dismissal under the [Disciplinary Policy for NHS England](#) and for [NHS Improvement](#).

The organisation has a zero-tolerance approach to discrimination, bullying and harassment. This means that all reported instances will be addressed. For more information about reporting and handling concerns, see the NHS England [Respect at Work policy](#) and NHS Improvement [Harassment Policy](#).

## 4.2 Recruitment and selection

Managers are expected to promote equality and diversity throughout recruitment, selection, support and promotion. When making decisions that impact the development and employment of others, managers must ensure they follow due process and make fair evidence-based decisions following the [Recruitment and Selection Policy](#).

This includes making reasonable adjustments, see Section 4.7 below. For more information see the [Inclusive Recruitment checklist](#).



### 4.3 Learning and Development

The organisation upholds equality of access to learning and development. This covers fair access to opportunities, training and funding which are to be made available in a transparent and inclusive way.

The organisation recognises that positive action may be necessary in some cases, which is in accordance with the Equality Act 2010. This means that extra encouragement and support can be targeted at groups underrepresented on our workforce, where there is a need for such encouragement.

Our equality and diversity learning and development strategy is to support our participation in the Disability Confident Employer scheme and/or other accreditations and national standards.

All workers are required to complete Mandatory and Statutory Training (MaST) on Equality and Diversity as per the NHS England [Learning and Development Policy](#) and [TDA Learning and Development Policy](#), and the Monitor Learning and Development Policy.

Workers will also be required to participate in training and development activities from time to time, to encourage the promotion of the principles of this policy.

### 4.4 Promotion

The organisation upholds equality of access to career development. This covers fair access to opportunities, which are to be made available in a transparent and inclusive way.

The organisation recognises that positive action may be necessary in some cases, which is in accordance with the Equality Act 2010 and the [Recruitment and Selection Policy](#).

For more information, see [The Recruitment and Retention of Transgender Staff – Guidance for Employers](#) by the Government Equalities Office and Inclusive Employers.

### 4.5 Participation in Diversity Staff Networks

Participation by staff in our Diversity Staff Networks is valuable to the organisation and is considered 'work' and should be treated as such. Staff will not be expected to take annual leave to cover time spent on Diversity Staff Network activity during work hours.

Skills and experience gained from participating in Staff Networks can be considered as part of personal appraisal, with respect to the privacy of protected characteristics. Transferrable skills gained from experience with Staff Networks can also be considered in the recruitment process.

To find out more about accessing the Diversity Staff Networks, see Section 6 below.

### 4.6 Transitioning at work and trans inclusion at work

We expect our trans workers and job applicants may require extra support to have a good experience at work. Support is available in line with our [Trans Equality Policy](#).





## 4.7 Reasonable adjustments

The organisation has a legal duty to provide reasonable adjustments for staff with a disability or disabilities, as defined under the Equality Act 2010. This applies to staff with physical and sensory impairments, long term conditions including mental health conditions, people experiencing menopause, people with a learning disability, autism or both, and people with neurodiverse conditions. This list is not exhaustive.

We know our staff thrive when they have the necessary support in place. Discussion should take place with the member of staff with the aim of understanding their needs and potential reasonable adjustments. For example, a worker tells their line manager that they need some support to manage a long-term condition like anxiety or depression. Together they explore options like flexible working and adapting the way some meetings are run, to reduce pressure and enhance wellbeing.

The organisation subscribes to the social model of disability. This means we have a collective commitment to removing barriers and providing appropriate support when the need becomes apparent.

Managers are expected to help remove barriers and consider reasonable adjustments as soon as the need becomes apparent. If someone may need an adjustment in future, adjustments should be implemented in anticipation. As a general principle, managers do not need to wait to be asked.

Additionally, the organisation is under an anticipatory duty to provide reasonable adjustments. This means we need to think about potential reasonable adjustments in advance, and not just in response to individual cases.

In practice this means prioritising accessibility upfront. For example, in the recruitment process, very common reasonable adjustments are likely to be needed. Examples include step-free access to interview venues, with good lighting to enable lip reading. The Recruiting Manager must ensure these adaptations are provided, so nobody is unfairly disadvantaged. Another example is willingness to modify interview or assessment methods to accommodate different abilities, including different formats. Again, the Recruiting Manager has overall responsibility for making recruitment accessible and inclusive.

Guidance is available to help managers and individuals ensure adjustments happen promptly for [NHS Improvement](#) and [NHS England colleagues- the process is laid out within these links](#). Currently, the process differs slightly depending on the arrangements of each employer, but overall the ethos is the same. Managers have the authority to explore and agree a wide range of adjustments, in line [with guidance from the Equality and Human Rights Commission](#). If more requirements are more complex, workers and managers can seek advice from HR & OD and Occupational Health.

Additionally, the [Workplace Adjustment Passport](#) has been created to help managers and the organisation to ensure there are no barriers in the way of colleagues carrying out their duties.

This passport is designed to help workers capture a record of the adjustments needed and the agreements made with the line manager and other relevant parties. Individuals can take this record with them as they move around the organisation. It's a confidential, optional record that individuals own. It can be used to keep information in one place. Individuals can refer to it or show it (or parts of it) to other parties if they wish, when explaining support and access requirements.



Colleagues with a learning disability can use the [Easy Read version of the Workplace Adjustment Passport](#).

#### **4.8 Consideration of religious and cultural requirements**

It is reasonable to expect that our staff and job applicants may require consideration and adaptations for religious and cultural reasons. For example, time to observe Chanukah or Ramadan, or regular time for prayer.

Consideration for flexible working is available to all staff; see our [Flexible Working Policy for NHS England](#) and for [NHS Improvement](#).

Facilities to accommodate faith practices will be provided where possible and practical. Decisions to change or remove facilities will be equality impact assessed to check the impact on different groups.

#### **4.9 Accommodating other needs**

It is reasonable to expect that our staff and job applicants may have other requirements throughout the recruitment process or throughout their time working here. For example, requirements relating to pregnancy or breastfeeding, childcare and other caring responsibilities, dietary needs and so on.

Consideration for flexible working is available to all staff; see our [Flexible Working Policy for NHS England](#) and for [NHS Improvement](#).

Facilities to accommodate the above needs will be provided where possible and practical. Decisions to change or remove facilities will be equality impact assessed to check the impact on different groups.

### **5. Compliance, oversight and governance of equality and diversity**

All staff will uphold this policy. Employees who discriminate or cause unlawful conduct or fail to adhere to this policy may be subject to the disciplinary policy. Concerns about agency workers, secondees or contractors' conduct will be reported to their agency or employer.

A disclosure of information, made in the public interest by a worker who has reasonable belief that a relevant failure has occurred, and that qualifies for protection under the Public Interest Disclosure Act 1998, can also be reported as per NHS England's [Freedom to Speak Up policy](#) or NHS Improvement [Whistleblowing Policy](#).

Workers may pursue complaints through the [NHS England Grievance Policy](#) or [NHS Improvement Grievance Policy](#). Agency workers, secondees or contractors should contact their agency or employer in the first instance if they have any concerns. All workers may report harassment through the NHS England [Respect at Work Policy](#) or NHS Improvement [Harassment Policy](#).

#### **5.1 Chief Executive, Board and Directors**

The Chief Executive must ensure that our organisation applies the principles of equality, diversity and inclusion to all its operations and demonstrate a commitment to the advancement and safeguarding of equality, diversity and inclusion.





The Chief Executive is expected to lead by example developing and promoting an organisational culture that is supportive of the benefits of practically delivering improvements in equality, diversity and inclusion.

The Board and Directors have a duty to ensure equality and diversity is integrated into all our business- in service delivery and treatment of staff and job applicants. They hold primary responsibility for this policy being implemented with ultimate oversight and governance, with support from HR and Organisation Development to address key areas for action and improvement.

## **5.2 Equality Act 2010**

This policy encourages a work environment where we treat all workers as individuals, fairly and in a consistent way. At our organisation, we work within the Equality Act 2010 and the spirit of the Act by promoting a culture of respect and dignity and actively challenging discrimination, should it ever arise. We will remove unnecessary barriers for our workers seeking opportunities through training and development, promotion and career planning.

At all times, all workers will respect the legal requirement to meet the general and specific duties of the Equality Act 2010.

## **5.3 Human Rights Act 1998**

This policy supports staff to act in accordance with the Human Rights Act 1998 and take a values-based approach to putting human rights into practice: fairness, dignity, autonomy and respect.

## **5.4 Public Sector Equality Duty**

This policy supports our legal duty to have due regard to the need to:

1. Eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Equality Act 2010
2. Advance equality of opportunity between people who share a protected characteristic and those who do not
3. Foster good relations between groups of staff who share a protected characteristic and those who do not.

## **5.5 Workforce monitoring standards**

Reporting on our workforce equality is a legal requirement.

The organisation participates in the following:

- Workforce Race Equality Standard
- Workforce Disability Equality Standard
- Stonewall Workplace Equality Index
- Gender Pay Gap reporting

## **5.6 Handling and storing data**



Any processing (handling or storing etc.) of personal identifiable information must be compliant with relevant data protection laws - the Data Protection Act (DPA) 2018 and the General Data Protection Regulation (GDPR). Please consult the NHS England [Information Governance Policy](#) and [NHS Improvement Information Governance Policy](#) for more information.

## 6. How to seek advice and support

### 6.1 Human Resources and Organisation Development (HR and OD)

Contact [your HR & OD team](#) for specific advice on implementing this policy, including advice on creating a safe team culture free from bullying and harassment.

The Director of HR and OD holds senior accountability for the implementation of this policy. The HR and OD team have strategic and operational responsibility to promote and monitor the application of this policy, and a responsibility to work closely with Trade Union representatives / Partnership Forum and Diversity Staff Networks to continuously improve the levels of implementation of equality and diversity principles.

Where issues crossover between Equality and Diversity and other areas of employment, consult the [HR policy library for related policies](#).

### 6.2 Trade Unions and elected staff representatives

Trade Unions can also provide support and advice on the implementation of this policy. Contact details are [here on the Hub](#).

Representatives provide support and advice and representation to any members/workers who have either experienced discrimination or have been alleged to have discriminated against someone. Additionally, they help the organisation understand key issues and barriers for groups of staff.

### 6.3 Diversity Staff Networks

We host several [diversity staff networks](#) who provide peer support to staff and work with our internal teams to influence corporate policy development.

The role of Diversity Staff Networks is to support a community of staff united by identity, lived experience, knowledge, and/or a commitment to enhancing specific areas of equality and diversity. They play a valuable role in giving a voice to underrepresented groups of staff.

Networks can advise the organisation from a place of lived experience and expertise. The purpose of this is to assist HR & OD, Estates, IT and other organisational teams on development of inclusive strategies, policies, systems, facilities and service delivery.

Informal advice or support may be provided by staff networks to their members if requested, but on the understanding staff network members (including the Chair and Executive) are not necessarily trained in employment law.

Instead, Diversity Staff Networks champion the rights of underrepresented groups and identities in the workplace.

When staff approach Diversity Staff Networks with any queries or concerns, it is the role of diversity staff networks to signpost staff to the correct organisational procedure or policy.



For example, the NHS England [Respect at Work policy](#), NHS [Improvement Harassment Policy](#), NHS England [Freedom to Speak Up policy](#) or NHS Improvement [Whistleblowing Policy](#), or our [reasonable adjustments guidance](#).

The organisation has a role in providing appropriate support to Diversity Staff Networks as needed, to help them deliver their role.

#### 6.4 Freedom to Speak Up Guardians

To raise a concern about any aspect of this policy not being put into practice, contact a [Freedom to Speak Up](#) Guardian.

Freedom to speak up guardians (FTSU Guardians) are available to support staff who would like to raise a concern under this policy, where there is reasonable belief that raising the concern is in the public interest, and the wrongdoing affects others, for example a workplace culture of bullying and harassment.

FTSU Guardians provide feedback to HR & OD and the Board to help continuously improving the levels of implementation of inclusion, equality and diversity principles.

#### 6.5 Employee Assistance Programme

The [Employee Assistance Programme](#) is available to all staff for personalised advice and support. Additionally our EAP provider offers specific line manager support and coaching, covering:

- Team member stress management
- Holding difficult conversations
- Conflict resolution
- Communicating change
- Performance and appraisal
- Post-trauma support

#### 6.6 External resources

You can also seek advice from [Citizens Advice Bureau](#), the [Equality Advisory Support Service](#), [Advisory Conciliation and Arbitration Service](#) or the [Equality and Human Rights Commission](#).

|                      |                                          |
|----------------------|------------------------------------------|
| Directorate          | Transformation and Corporate Development |
| Author               | Diversity and Inclusion team             |
| Publication Date     |                                          |
| Review Date          |                                          |
| Superseded Document  |                                          |
| Ref: Policy Template | v1.1                                     |



|                                                                                                                                                                                                                                                                                                                                                    |            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Approved by                                                                                                                                                                                                                                                                                                                                        |            |
| <b>The following obligations have been met</b>                                                                                                                                                                                                                                                                                                     | <b>Y/N</b> |
| Equality Impact Assessment                                                                                                                                                                                                                                                                                                                         | Y          |
| Environmental Impact Assessment                                                                                                                                                                                                                                                                                                                    |            |
| Health Impact Assessment                                                                                                                                                                                                                                                                                                                           |            |
| <b>Document Status</b>                                                                                                                                                                                                                                                                                                                             |            |
| <p>This is a controlled document. Whilst this document may be printed, the electronic version posted on the intranet is the controlled copy. Any printed copies of this document are not controlled. As a controlled document, this document should not be saved onto local or network drives but should always be accessed from the intranet.</p> |            |

**Call-Off Schedule 7 (Key Supplier Staff)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 7**

**KEY SUPPLIER STAFF**

OFFICIAL

**Call-Off Schedule 7 (Key Supplier Staff)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Call-Off Schedule 7 (Key Supplier Staff)**

- 1.1. The Annex to this Call-Off Schedule lists the key roles (“**Key Roles**”) and the responsibilities that the Supplier is required to fill before the Call-Off Start Date in order to deliver the Services. The Supplier shall appoint suitably qualified personnel to fill those Key Roles (“**Key Staff**”) and the individuals, including name and job title, shall be notified to the Buyer prior to the Call-Off Start Date (or each applicable Call-Off Start Date pursuant to the Change Control Procedure). The Supplier shall notify the Buyer immediately of any changes and/or additions to the Key Staff including in connection with any additional Key Staff required pursuant to a Change Authorisation Note or in accordance with Paragraph 1.5 of this Call-Off Schedule at any time during the Call-Off Contract Period.
- 1.2. The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Call-Off Contract Period.
- 1.3. The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the list in the Annex to this Call-Off Schedule will be updated and the relevant person selected to fill those Key Roles shall be considered Key Staff.
- 1.4. The Supplier shall not, and shall procure that any Subcontractor shall not, remove or replace any Key Staff unless:
  - 1.4.1. requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
  - 1.4.2. the person concerned resigns, retires or dies or is suspended, or is on maternity, shared parental or other long term family leave or long-term sick leave; or
  - 1.4.3. the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5. The Supplier shall:
  - 1.5.1. notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness, parental or statutory paternity leave or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
  - 1.5.2. ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

OFFICIAL

**Call-Off Schedule 7 (Key Supplier Staff)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 1.5.3. give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, suspension, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
  - 1.5.4. ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables;
  - 1.5.5. give the Buyer the opportunity to interview, with an appropriate member of Supplier Staff in attendance, the candidates for a Key Role before the Supplier appoints a candidate, if the Buyer deems it necessary to do so; and
  - 1.5.6. in any event, ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced and ensure that all appropriate employment checks to verify the credentials and experience to undertake the Key Roles are actioned.
- 1.6. The Buyer may require the Supplier to remove (or veto the replacement for a Key Role) or procure that any Subcontractor shall remove any Key Staff from the Call-Off Contract that the Buyer considers in any respect unsatisfactory. The Buyer at its sole discretion may conduct a second stage interview for candidates to Key Roles, with an appropriate member of Supplier Staff in attendance, and if it deems such candidate unsatisfactory will require the Supplier to reject its application. The Buyer shall not be liable for the cost of replacing any Key Staff and the Supplier shall indemnify the Buyer against all Employee Liabilities that may arise in this respect, save for any Employee Liabilities that arise from the unlawful acts or omissions of the Buyer.

OFFICIAL

**Call-Off Schedule 7 (Key Supplier Staff)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## Annex: Key Roles

### Lot A Services

| Key Role                                                                               | Key Role Responsibilities                                                                                                                                                                         | Contact Details |
|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Project Manager<br>(must be employed directly by the Supplier and not a Subcontractor) | Manages the delivery of the ordered services as per Call-Off Schedule 13 (Implementation Plan and Testing) and Call-Off Schedule 20 (Call-Off Specification).                                     |                 |
| Principle Service Manager                                                              | Manages Supplier's obligations in line with Call-Off Schedule 14 (Service Levels) to ensure performance objectives are maintained. Level 1 escalation in relation to Services issues or disputes. |                 |
| Customer Technical Lead                                                                | Technical expert with detailed Buyer knowledge who understands the in-life services, solution and infrastructure involved in Suppliers delivery of services.                                      |                 |
| Technical Architect                                                                    | Responsible for the solution architecture including but not limited to platform infrastructure, Software and integration into the Services.                                                       |                 |
| Client Director                                                                        | Responsible for the relationship between the Buyer, Cluster Members and the                                                                                                                       |                 |

OFFICIAL



**Call-Off Schedule 7 (Key Supplier Staff)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                    |                                                                                                                                                                            |  |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|                    | Supplier for the term of the Call-Off Contract.                                                                                                                            |  |
| Contracts Manager  | Manages and reports on the day-to-day performance of the Call-Off Contract including management of Changes and the Co-operation Framework (where applicable).              |  |
| Service Manager    | Provides the Buyer and Cluster Members with support and Service performance reporting for all operational Services in line with Call-Off Schedule 14 (Service Levels).     |  |
| Commercial Manager | Responsible for commercial aspects of the Call-Off Contract including Call-Off Schedule 5 (Pricing), Changes, and financial reporting and provision of commercial support. |  |
| Security Manager   | To ensure that the Call-Off Contract is managed in line with, and the Services and complies with Call-Off Schedule 9 (Security).                                           |  |
| Client Executive   | To provide the Buyer and Cluster Members account relationship support for business as usual requests.                                                                      |  |

OFFICIAL

**Call-Off Schedule 7 (Key Supplier Staff)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

OFFICIAL

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 8**

**BUSINESS CONTINUITY AND DISASTER  
RECOVERY**

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

# **Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

## **1. DEFINITIONS**

In this Call-Off Schedule, all defined terms are set out in Call-Off Schedule 23 (Definitions).

## **2. INTRODUCTION**

2.1. This Call-Off Schedule sets out the Buyer's requirements for ensuring continuity of the business processes and operations supported by the Services in circumstances of Service disruption or failure and for restoring the Services through Business Continuity and, as necessary, Disaster Recovery Procedures. It also includes the obligations on the Supplier to develop, review, test, change and maintain a BCDR Plan in respect of the Services in full consultation with the Buyer.

2.2. Where included in the Service Requirements and/or Supplier Solution, the Supplier shall provide further Business Continuity and Disaster Recovery Services in relation to the Buyer's Business Continuity Plan and Disaster Recovery Plan. Accordingly, the obligations on the Supplier in this Call-Off Schedule shall be in addition to, and not in place of, those further Business Continuity and Disaster Recovery Services.

2.3. This Call-Off Schedule is in three (3) parts:

2.3.1. Part A deals with the invocation of the BCDR Plan;

2.3.2. Part B deals with the creation, approval, updating and testing of the BCDR Plan; and

2.3.3. Part C sets out the required contents of the BCDR Plan.

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**PART A: Invocation of BCDR Plan**

**1. PROVISION OF RESOURCES**

- 1.1. The Supplier shall provide infrastructure, processes, procedures, Supplier Personnel and other resources as required to implement its responsibilities defined within the BCDR Plan and to satisfy its obligations under this Call-Off Contract (including achieving any Approved Business Continuity recovery times).
- 1.2. The Parties shall each provide a Business Continuity Management Function. The Supplier shall ensure that the Business Continuity Management Function is provided at all times during this Call-Off Contract, twenty-four (24) hours a day, seven (7) days a week including Bank Holidays by the Supplier's applicable incident management team(s). The Buyer's Business Continuity Manager will respond appropriately to any reasonable requests for assistance as part of the Business Continuity Management Function.
- 1.3. The Supplier shall define, implement and operate organisations, escalation criteria and processes for the management of Business Continuity Events, in accordance with Good Industry Practice, the Law and this Call-Off Contract (including the Standards).

**2. INVOCATION OF BCDR PLAN**

- 2.1. Where a Business Continuity Event or Disaster occurs, the Supplier shall:
  - 2.1.1. continue to provide the unaffected Services in accordance with the requirements of this Call-Off Contract (including the Service Level Thresholds);
  - 2.1.2. inform the Buyer of the Business Continuity Event or Disaster and of its intention to invoke the BCDR Plan;
  - 2.1.3. invoke the BCDR Plan and comply with its provisions; and
  - 2.1.4. in any case, take action to allow the Buyer to resume operating its businesses in a minimum amount of time and restore the Services in a sustainable manner in accordance with the Service Level Thresholds and the other terms of this Call-Off Contract.
- 2.2. Where the Supplier is failing to meet any Approved Business Continuity recovery time set out in the BCDR Plan this shall be immediately escalated to the appropriate level in accordance with the commercial negotiations process set out in Paragraph 4 of Call-Off Schedule 36 (Dispute Resolution). The relevant Key Staff shall oversee the recovery efforts and report to the Buyer on progress until the Services are restored

OFFICIAL

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

in accordance with the Service Level Thresholds and the terms of this Call-Off Contract.

- 2.3. Nothing shall prevent or restrict the Buyer from requiring the invocation of the BCDR Plan by the Supplier where a Business Continuity Event or Disaster occurs and the Supplier has not complied with Paragraph 2.1.3 of Part A of this Call-Off Schedule. Notwithstanding the invocation of the BCDR Plan pursuant to this Paragraph, the Supplier shall remain responsible for complying with the BCDR Plan and this Call-Off Schedule.

**3. BACKLOG PROCESSING MANAGEMENT**

- 3.1. Where the Services involve processing of data, as soon as practicable following the restoration of the Services, the Supplier shall perform all required backlog processing operations. Unless otherwise agreed in writing by the Buyer, the Supplier shall ensure that such backlog processing does not affect the normal operation of the Services.
- 3.2. The Supplier shall ensure that backlog processing is completed within the timescales specified in the Service Requirements and/or Supplier Solution or, if no timescales are specified, in accordance with the Buyer's requirements as notified. Backlog processing shall be deemed to be completed when all data presented to the system either from interfaces or backlog buffers is being processed within all corresponding performance standards defined in or otherwise referred to in the BCDR Plan.

OFFICIAL

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**PART B: Development and Approval of BCDR Plan****1. BCDR PLAN**

- 1.1. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Call-Off Schedule.
- 1.2. The Supplier shall develop the BCDR Plan within three (3) Months of the Call-Off Start Date (or such other period as set out in the Implementation Plan or as otherwise agreed in writing by the Parties). The BCDR Plan shall be based on the outline BCDR Plan attached as Annex 1 to this Call-Off Schedule. In developing the BCDR Plan, the Supplier and the Buyer shall not vary, or in any way undermine, Paragraph 8.3.2 of Schedule 4 of the Framework Contract but for the purposes of this Call-Off Contract the outline BCDR Plan and the BCDR Plan will remain confidential between the Buyer and the Supplier.
- 1.3. As part of its development of the BCDR Plan, the Supplier shall carry out risk assessments (including the Data Protection Impact Assessment under Call-Off Schedule 33 (Processing Data)) of the Supplier System, and all third party systems including those of Other Suppliers which interface with the Supplier System and/or the Services as notified by the Buyer to the Supplier, to determine what risks exist and the appropriate response to them in accordance with this Call-Off Schedule. The Supplier shall use all reasonable endeavours to minimise such risk to the Supplier System and/or Services and, where requested by the Buyer, identify those other risks to the parties concerned including those of Other Suppliers and advise on implications and possible mitigation. The BCDR Plan shall comply with this Call-Off Schedule, the Service Requirements and the Supplier Solution. The BCDR Plan shall take into account, link and interoperate with any overarching and/or connected disaster recovery or business continuity plan of the Buyer and any of its Other Suppliers and/or Former Suppliers, and the Supplier shall request these from the relevant parties. If any such request by the Supplier is not responded to sufficiently, without prejudice to the provisions of the Co-operation Framework, the Supplier shall notify the Buyer in writing who shall use reasonable endeavours to procure these plans. If the Buyer is unable to procure the provision of such plans to the Supplier, the Supplier shall not be obliged to take account of the disaster recovery or business continuity plans of the Other Suppliers and/or Former Suppliers in its BCDR Plan, until such time as the disaster recovery or business continuity plans of those Other Suppliers and/or Former Suppliers have been procured.
- 1.4. The Supplier shall ensure that the disaster recovery and business continuity plans of its Subcontractors and/or any Carrier on which the provision of the Services (or any part) directly rely or whose failure would

OFFICIAL

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

have a detrimental effect on the Service Levels are integrated with the BCDR Plan.

- 1.5. The BCDR Plan shall be divided into three (3) sections:
  - 1.5.1. Section 1 which shall set out general principles applicable to the BCDR Plan ("**General Principles**");
  - 1.5.2. Section 2 which shall relate to Business Continuity (the "**Business Continuity Plan**"); and
  - 1.5.3. Section 3 which shall relate to Disaster Recovery (the "**Disaster Recovery Plan**").
- 1.6. The BCDR Plan shall detail or otherwise refer out to the document which shall detail the processes and arrangements which the Supplier shall follow to ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services or a Disaster (including a Data Loss Event) and the recovery of the Services in the event of such failure, disruption, Disaster or Data Loss Event, including detailing the Business Continuity arrangements to be implemented by the Supplier in order to comply with the intruder protection and detection and independent penetration testing requirements set out in Paragraph 3.6.8.3(v) - (vi) of Call-Off Schedule 20 (Call-Off Specification) and in order to comply with the NHS Standards, NDG Standards and the Caldicott Principles as required by Paragraph 1.6.2 of Call-Off Schedule 33 (Processing Data).
- 1.7. The Supplier shall ensure that its Business Continuity Management Function and Disaster Recovery processes and procedures to be operated in respect of the Services are developed using a methodology that is consistent with Good Industry Practice and in compliance with the Standards.
- 1.8. The Supplier shall submit a draft BCDR Plan to the Buyer Authorised Representative for Approval by the Buyer and shall make any reasonable amendments required by the Buyer to enable the BCDR Plan to comply with the requirements of this Call-Off Contract. Following such changes, the Supplier shall resubmit the BCDR Plan to the Buyer Authorised Representative for Approval by the Buyer.
- 1.9. The draft and Approved BCDR Plan shall be provided to the Supplier Review Board if requested in accordance with Paragraph 7.2.5 of Call-Off Schedule 15 (Call-Off Contract Management).
- 1.10. Following receipt of the draft BCDR Plan from the Supplier (or any re-submitted draft pursuant to Paragraph 1.8 of Part B of this Call-Off Schedule), the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its

OFFICIAL



**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

submission by the Supplier (or resubmission as applicable), then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

**2. REVIEWING AND CHANGING THE BCDR PLAN**

2.1. The Supplier shall at its own cost:

2.1.1. review part or all of the BCDR Plan (and the risk analysis on which it is based):

2.1.1.1. on a regular basis, including after any major upgrade to, or reconfiguration of, the Supplier System, and as a minimum once every six (6) Months (or such other period as the Parties agree in writing) from the Call-Off Start Date;

2.1.1.2. within three (3) Months (or such other period as the Parties agree in writing) of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 2 of Part A of this Call-Off Schedule; and

2.1.1.3. once during the Mobilisation of Supplier NPFS Services at a time reasonably specified by the Buyer;

2.1.2. agree with the Buyer and run suitable test scenarios as Disaster Recovery simulations (no less than once each Call-Off Contract Year (unless agreed otherwise by the Parties in writing) at a time specified by the Buyer; and

2.1.3. where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraph 2.1.1 of Part B of this Call-Off Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for Approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written Approval.

2.2. Each review of the BCDR Plan pursuant to Paragraph 2.1 of Part B of this Call-Off Schedule shall be a review of the scope, procedures and methodologies set out in the BCDR Plan and shall assess the suitability of its procedures and methodologies having regard to any:

OFFICIAL

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 2.2.1. changes relating to the Buyer, Other Suppliers and/or Former Suppliers;
  - 2.2.2. change to the Services, Deliverables major upgrades to, or reconfigurations of, the Supplier System or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and
  - 2.2.3. any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan.
- 2.3. The review referred to in Paragraph 2.2 of Part B of this Call-Off Schedule shall be completed by the Supplier within the period required by the BCDR Plan or, if no such period is specified in the BCDR Plan, within such period as the Buyer shall reasonably require.
- 2.4. The Supplier shall, within twenty (20) Working Days (or such other period as the Parties agree in writing) of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out:
- 2.4.1. the findings of the review;
  - 2.4.2. any changes in the risk profile associated with the Services; and
  - 2.4.3. the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party.
- 2.5. Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree the Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Expedited Dispute Timetable set out in Call-Off Schedule 36 (Dispute Resolution).
- 2.6. The Supplier shall as soon as is reasonably practicable after receiving Approval of the Supplier's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Supplier's

OFFICIAL

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

- 2.7. The Review Reports and Supplier's Proposals shall be provided to the Supplier Review Board if requested in accordance with Paragraph 8.2.5 of Call-Off Schedule 15 (Call-Off Contract Management).

**3. TESTING THE BCDR PLAN**

- 3.1. The Supplier shall test the BCDR Plan:

- 3.1.1. regularly through testing not less than once in every Call-Off Contract Year (or such other period as the Parties agree in writing);
- 3.1.2. as soon as practicable after the occurrence of a Business Continuity Event;
- 3.1.3. in the event of any major reconfiguration of the Services or any Deliverables; and
- 3.1.4. subject to Paragraph 3.2 of Part B of this Call-Off Schedule, the Buyer may require the Supplier to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Buyer considers it necessary (acting in its sole discretion) including where there has been any change to the Services or any Deliverables or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.

- 3.2. If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's reasonable and pre-approved costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

- 3.3. The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with the Buyer and, if required by the Buyer, shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer in this regard. Each test shall be carried out under the supervision of the Buyer or its nominee and shall be attended by such Buyer or nominee as the Buyer may require. Testing of the BCDR Plan shall not relieve the Supplier of any of its other obligations under this Call-Off Schedule or the Call-Off Contract generally.

OFFICIAL

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 3.4. The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first Approved with the Buyer (such Approval may include permitting the Buyer to observe the transfer of such live data and/or the Supplier obtaining any necessary accreditation for its Business Continuity and Disaster recovery facilities). Such live data shall be depersonalised before use and subject to the normal access control procedures. The Supplier shall keep all records of such use. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 3.5. The Supplier shall, within twenty (20) Working Days (or such other period as the Parties agree in writing) of the conclusion of each test, provide to the Buyer a report setting out:
  - 3.5.1. the outcome of the test;
  - 3.5.2. any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
  - 3.5.3. the Supplier's proposals for remedying any such failures and preventing the recurrence of such failures,
 (the "**BCDR Test Report**").
- 3.6. Following receipt of the BCDR Test Report by the Buyer Authorised Representative, the Supplier shall take all reasonable measures requested by the Buyer (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer and set out in such request.
- 3.7. The carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Supplier of any of its obligations.
- 3.8. The Supplier shall also perform a test of the BCDR Plan as part of the commissioning of any new project introduced through a Change Authorisation Note.
- 3.9. The BCDR Test Report shall be provided to the Supplier Review Board if requested in accordance with Paragraph 8.2.5 of Call-Off Schedule 15 (Call-Off Contract Management).

**4. BUSINESS CONTINUITY REQUIREMENTS**

- 4.1. The Supplier shall, where it has agreed to do so as part of the Services or through a Change Authorisation Note, in respect of any legacy systems or services identified:

OFFICIAL

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 4.1.1. provide Business Continuity and Disaster Recovery capability and services;
- 4.1.2. on a regular basis and when reasonably requested by the Buyer, carry out a Business Continuity and Disaster Recovery backup assessment to identify areas of risk relating to any legacy systems and/or services;
- 4.1.3. use all reasonable endeavours to mitigate risks identified in the above assessment;
- 4.1.4. work with the Buyer and the providers or suppliers of any such legacy systems and/or services identified including Other Suppliers, and, where requested by the Buyer in accordance with the Change Control Procedure, to implement additional Business Continuity, Disaster Recovery and backup arrangements; and
- 4.1.5. ensure the Business Continuity Plan and Disaster Recovery Plan take into account and provide for continuity and recovery of any such legacy systems and/or services.

**5. FORCE MAJEURE EVENTS**

The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) (as amended by Annex 1 to the Order Form) if the impact of a relevant Force Majeure Event was caused (wholly or substantially) by the Supplier's failure to comply with its obligations under this Call-Off Schedule.

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**PART C: Contents of BCDR Plan**

**1. SECTION 1 – GENERAL PRINCIPLES AND REQUIREMENTS**

**1.1. The BCDR Plan shall (as a minimum):**

- 1.1.1. meet all the requirements in this Call-Off Schedule and Paragraph 3.6.6.3 of Call-Off Schedule 20 (Call-Off Specification);
- 1.1.2. be in accordance with Good Industry Practice;
- 1.1.3. use a recognised BCDR methodology;
- 1.1.4. address the requirements of the COBRA Civil Contingencies Plan and indicate how risks will be reduced;
- 1.1.5. be provided in separate parts to cover the Supplier 111 Services and Supplier NPFS Services (as applicable);
- 1.1.6. describe the resilience and fail over platform; and
- 1.1.7. meet all the Buyer's Service Requirements.

**1.2. Without prejudice to Paragraph 1.1 of Part C of this Call-Off Schedule, the BCDR Plan shall also include the following (except to the extent it is agreed in writing with the Buyer that any are not relevant to the provision of the Services):**

- 1.2.1. set out how the Business Continuity and Disaster Recovery elements of the BCDR Plan link to each other;
- 1.2.2. provide details of how any element of the BCDR Plan may be invoked and of how such invocation may impact upon the operation of any legacy services, the Services and any services provided to the Buyer by any Other Supplier;
- 1.2.3. contain an obligation upon the Supplier to liaise with the Buyer and (at the Buyer's request) any Other Supplier with respect to issues concerning Business Continuity and Disaster Recovery where applicable;
- 1.2.4. detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Buyer and any of its Other Suppliers and/or legacy systems and/or service providers referred to in Paragraph 4.1 of this Call-Off Schedule;
- 1.2.5. contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels

OFFICIAL

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

(including a website (with FAQs) e-mail, phone and fax) for both portable and desk top configurations, where required by the Buyer;

- 1.2.6. contain a risk analysis including:
  - 1.2.6.1. failure or disruption scenarios and assessments and estimates of frequency of occurrence;
  - 1.2.6.2. identification of any single points of failure within the Services and processes for managing the risks arising therefrom;
  - 1.2.6.3. identification of risks arising from the interaction of the Services with the services provided by any Other Supplier or legacy system and/or service provider referred to in Paragraph 4.1 of this Call-Off Schedule; and
  - 1.2.6.4. a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- 1.2.7. contain escalation procedures;
- 1.2.8. provide for documentation of processes, including business processes, and procedures;
- 1.2.9. set out key contact details (including roles and responsibilities) for invoking the BCDR Plan within the Supplier (and any Key Subcontractors or Subcontractor) and within the Buyer;
- 1.2.10. identify the procedures for reverting to "normal service" which shall include the seamless transition of the Services in a well-planned and controlled manner to ensure minimum disruption to the Buyer's business systems, when possible and as agreed with the Buyer;
- 1.2.11. set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no data loss and to preserve data integrity;
- 1.2.12. clearly identify the individual roles and responsibilities (if any) of the Buyer and the Supplier in the event of the invocation of the BCDR Plan;
- 1.2.13. details of how the Supplier shall ensure compliance with Security Requirements and relevant Standards for any period during which the BCDR Plan is invoked;

OFFICIAL

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 1.2.14. contain a clear demonstration as to how the BCDR Plan complies with relevant Standards and Security Requirements; and
  - 1.2.15. provide for the provision of technical advice and assistance to key contacts at the Buyer as notified by the Buyer in writing from time to time to inform decisions in support of the Buyer's business continuity plans.
- 1.3. The BCDR Plan shall be designed so as to ensure that:
- 1.3.1. the Services are provided in accordance with this Call-Off Contract at all times during and after the invocation of the BCDR Plan;
  - 1.3.2. the adverse impact of any Disaster, Service Failure or disruption on the provision of the Deliverables, the Buyer System, the Core Network and any goods and/or services provided to the Buyer by any Other Supplier is minimised as far as reasonably possible;
  - 1.3.3. it complies with the relevant provisions of ISO/IEC 27001:2005, ISO20000, ISO22301 (as amended), any relevant Standards and all other industry standards from time to time in force; and
  - 1.3.4. there is a process for the management of Disaster Recovery testing detailed in the BCDR Plan.
- 1.4. Where the provision of the Services involves handling or processing of any Buyer Data, the BCDR Plan shall contain a data backup strategy that contains full details of the Supplier's proposal for the protection, recovery and backup of Buyer Data in accordance with this Call-Off Contract ("**Data Backup Strategy**"). The Data Backup Strategy shall detail policies and procedures for:
- 1.4.1. roles and responsibilities for back-up;
  - 1.4.2. process and frequency of data back-up;
  - 1.4.3. secure storage arrangements;
  - 1.4.4. procedures for recovery and restoration of data, including the provision of an accessible cache of any data relating to patients affected by circumstances of Service disruption or failure, such as those queueing for a call back or part way through an assessment;
  - 1.4.5. measures to ensure recovered data can be synchronised with the live System;

OFFICIAL



**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 1.4.6. measures to ensure quality of back-up data;
- 1.4.7. measures to test and replace as necessary back-up Storage Media; and
- 1.4.8. arrangements for testing data recovery procedures.
- 1.5. The BCDR Plan must be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the Services.
- 1.6. The Supplier shall not be entitled to any relief from its obligations under the Service Level Thresholds or to any increase in the Charges to the extent that a Business Continuity Event or a Disaster occurs as a consequence of any Default by the Supplier of this Call-Off Contract.

**2. SECTION 2 – BUSINESS CONTINUITY ELEMENT – PRINCIPLES AND CONTENTS**

- 2.1. The Business Continuity Plan shall provide for Services and Supplier System continuity and recovery on the occurrence of a Business Continuity Event including:
  - 2.1.1. the unexpected or sudden loss of:
    - 2.1.1.1. Key Staff;
    - 2.1.1.2. any Buyer personnel on which the Supplier is dependent;
    - 2.1.1.3. Supplier Assets and/or Buyer Assets; and
    - 2.1.1.4. facilities or data (including Buyer Data);
  - 2.1.2. the unexpected or sudden unavailability of third-party infrastructures on which the Services depend such as power grids, public highways, telephone switching centres, microwave towers and cell and wireless transmission sites; and
  - 2.1.3. a severe disruption to the Services.
- 2.2. The Business Continuity Plan shall set out a non-exhaustive but adequate list of actions that the Supplier and the Buyer shall take to:
  - 2.2.1. allow the Buyer to resume operating its businesses in a minimum amount of time, where there has been a total interruption; and

OFFICIAL

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 2.2.2. restore the Services in accordance with the Service Level Thresholds and the other terms of this Call-Off Contract on the occurrence of any Business Continuity Event.
  - 2.3. The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the Services remain supported in the event of a Service Failure or disruption and to ensure continuity of the business operations supported by the Services including and unless the Buyer expressly states otherwise in writing the:
    - 2.3.1. alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and
    - 2.3.2. steps to be taken by the Supplier upon resumption of the Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.
  - 2.4. The Business Continuity Plan shall:
    - 2.4.1. address the various possible levels of failures of or disruptions to the provision of the Services;
    - 2.4.2. the Services to be provided and the steps to be taken to remedy the different levels of failure and disruption;
    - 2.4.3. specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any Approved relaxation to the Service Level Thresholds or Service Failure Thresholds in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
    - 2.4.4. clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.
- 3. **SECTION 3 - DISASTER RECOVERY ELEMENT - PRINCIPLES AND CONTENTS**
  - 3.1. The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of a Service Failure or disruption with, as far as reasonably possible, minimal adverse impact.
  - 3.2. The Disaster Recovery Plan shall be invoked only when a Disaster occurs.

OFFICIAL

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 3.3. The Disaster Recovery Plan shall include an approach to Business Continuity and Disaster Recovery that addresses the following (except to the extent it is agreed in writing with the Buyer that any are not relevant to the provision of the Services):
- 3.3.1. loss of all or any part of the Services;
  - 3.3.2. a Data Loss Event
  - 3.3.3. loss of a part of the PSTN;
  - 3.3.4. loss of access to the Buyer Premises;
  - 3.3.5. loss of utilities to the Buyer Premises;
  - 3.3.6. loss of the Supplier's helpdesk;
  - 3.3.7. loss of a Subcontractor;
  - 3.3.8. emergency notification and escalation process;
  - 3.3.9. contact lists;
  - 3.3.10. staff training and awareness;
  - 3.3.11. DR Plan testing;
  - 3.3.12. post implementation review process;
  - 3.3.13. details of how the Supplier shall ensure continued compliance with security standards, including the NHS data processing standards and Caldicott principles referred to in Call-Off Schedule 33 (Processing Data) (whilst ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked);
  - 3.3.14. access controls to any Disaster Recovery sites used by the Supplier in relation to its obligations pursuant to this Call-Off Schedule;
  - 3.3.15. testing and management arrangements;
  - 3.3.16. the technical design and build specification of the Disaster Recovery System;
  - 3.3.17. details of the procedures and processes to be put in place by the Supplier and any Subcontractor in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including:
    - 3.3.17.1. data centre and Disaster Recovery site audits;

OFFICIAL

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 3.3.17.2. backup methodology and details of the Supplier's approach to data backup and data verification;
- 3.3.17.3. identification of a potential Disaster scenarios;
- 3.3.17.4. risk analysis;
- 3.3.17.5. documentation of processes and procedures;
- 3.3.17.6. hardware configuration details;
- 3.3.17.7. network planning including details of all relevant data networks and communication links;
- 3.3.17.8. invocation rules;
- 3.3.17.9. Service recovery procedures; and
- 3.3.17.10. steps to be taken upon Service resumption to address any continuing effects of the Disaster;
- 3.3.18. any applicable Service Level Thresholds with respect to the provision of Disaster Recovery Services and details of any agreed relaxation upon the Service Level Thresholds or Service Failure Thresholds during any period of invocation of the Disaster Recovery Plan;
- 3.3.19. access controls to any Disaster Recovery sites used by the Supplier or any Subcontractor in relation to its obligations pursuant to this Call-Off Schedule; and
- 3.3.20. testing and management arrangements.

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Annex 1: BCDR Plan**

The outline BCDR Plan Approved by the Parties is attached to this Annex 1.













**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020













**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

OFFICIAL

Engrossment version – 27.01.2022

**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 9  
SECURITY**

OFFICIAL

**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Call-Off Schedule 9 (Security)**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1. In this Call-Off Schedule the defined terms in Call-Off Schedule 23 (Definitions) shall apply.
- 1.2. References to the Buyer (including those references to a Party which are intended to relate to the Buyer) in this Call-Off Schedule shall (unless otherwise specified) mean:
  - 1.2.1. where any Approval is required, NHS Commissioning Board only; and
  - 1.2.2. in respect of all other references, the NHS Commissioning Board and/or any Cluster Member (as applicable) pursuant to Clause 1.2.1 of the Call-Off Contract as amended by Paragraph 9.1 of Annex 1 to the Order Form.

### **2. SECURITY REQUIREMENTS**

- 2.1. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Call-Off Schedule 9 (Security).
- 2.2. The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Call-Off Contract will be met.
- 2.3. The Parties shall each appoint named individuals to be responsible for security in connection with this Call-Off Contract. The initial security representatives of the Parties are:
  - 2.3.1. [REDACTED] and
  - 2.3.2. the individual detailed as such in Call-Off Schedule 7 (Key Supplier Staff) , and the provisions of Call-Off Schedule 7 (Key Supplier Staff) shall apply in relation to such individual.
- 2.4. The Buyer's Baseline Security Requirements are set out in Annex 1 to this Call-Off Schedule. The Supplier shall ensure that the ISMS, security related activities and any mitigations are driven by these Baseline Security Requirements. Notwithstanding the foregoing, the Supplier shall ensure that using the ISMS complies with all Government and NHS wide applicable legislation and policies.

OFFICIAL

**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 2.5. Both Parties shall provide a reasonable level of access to any members of its Buyer personnel or Supplier Staff (as applicable) and to any premises as required for the purposes of designing, implementing and managing security.
- 2.6. The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Buyer Data and any system that could directly or indirectly have an impact on that information, and shall ensure that the Buyer Data remains under the effective control of the Supplier at all times.
- 2.7. The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 2.8. The Buyer and the Supplier acknowledge that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer (including sanctions imposed by the Network and Information Systems Regulations 2018) requiring immediate communication and co-operation between the Parties.

**3. INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)**

- 3.1. The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Call-Off Start Date, an information security management system for the purposes of this Call-Off Contract and shall comply with (and ensure that all Supplier Staff and Subcontractors shall comply with) the requirements of Paragraphs 3.4 to 3.6 of this Call-Off Schedule.
- 3.2. The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 3.3. The Buyer acknowledges that the Buyer has stipulated that it requires a bespoke ISMS and the Supplier shall be required to present the ISMS for the Buyer's Approval.
- 3.4. The ISMS shall:
  - 3.4.1. be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the

OFFICIAL

**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Buyer's Confidential Information and Buyer Data) to the extent used by the Buyer or the Supplier in connection with this Call-Off Contract;

- 3.4.2. apply during the Call-Off Contract Period (and after the end of the Call-Off Contract Period (as applicable) in accordance with Call-Off Schedule 10 (Exit Management));
- 3.4.3. meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7 of this Call-Off Schedule;
- 3.4.4. at all times provide a level of security which:
  - 3.4.4.1. is in accordance with the Law (including the Network and Information Systems Regulations 2018) and this Call-Off Contract;
  - 3.4.4.2. complies with the Baseline Security Requirements;
  - 3.4.4.3. as a minimum demonstrates Good Industry Practice;
  - 3.4.4.4. complies with the Standards;
  - 3.4.4.5. complies with the Information Security Policy where applicable to the Services;
  - 3.4.4.6. adheres to the principles of the Security Policy Framework (<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>);
  - 3.4.4.7. takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk/>);
  - 3.4.4.8. is certified under the Cyber Essentials Scheme ([www.cyberstreetwise.com/cyberessentials](http://www.cyberstreetwise.com/cyberessentials));
  - 3.4.4.9. meets any specific security threats of immediate relevance to the ISMS, the Deliverables, any Breach of Security and/or Buyer Data;
  - 3.4.4.10. addresses issues of incompatibility with the Supplier's own organisational security policies;

OFFICIAL

**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 3.4.4.11. complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7 of this Call-Off Schedule; and
    - 3.4.4.12. is tested in accordance with Call-Off Schedule 13 (Implementation Plan and Testing).
  - 3.4.5. document the security incident management processes and incident response plans;
  - 3.4.6. document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, Vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer Approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
  - 3.4.7. if required by the Buyer, be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 3.5. Subject to Paragraph 2 of this Call-Off Schedule the references to standards, guidance and policies contained or set out in Paragraph 3.4 of this Call-Off Schedule shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.6. In the event that the Supplier becomes aware of any inconsistency in the provisions of the Standards, other standards, guidance and policies set out in Paragraph 3.4 of this Call-Off Schedule, the Supplier shall immediately notify the relevant Buyer Representative of such inconsistency and such Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.7. Without limiting Paragraph 3.4.4 of this Call-Off Schedule above, the Supplier shall at all times ensure that the level of security employed in the provision of the Services is appropriate to maintain the following at acceptable risk levels (to be defined by the Buyer from time to time):

OFFICIAL

**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 3.7.1. loss of integrity and confidentiality of the Buyer's Confidential Information;
  - 3.7.2. unauthorised access to, use or disclosure of, or interference with Buyer's Confidential Information by any person or organisation;
  - 3.7.3. unauthorised access to network elements, buildings, the Buyer Premises, the Sites and tools (including Equipment) used by the Supplier and any Subcontractors in the provision of the Services;
  - 3.7.4. use of the Supplier System or Services by any third party in order to gain unauthorised access to any computer resource or Buyer Data; and
  - 3.7.5. loss of availability of Buyer's Confidential Information due to any failure or compromise of the Services.
- 3.8. If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3 of this Call-Off Schedule is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Call-Off Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and, in any event, no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with Call-Off Schedule 36 (Dispute Resolution). No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 of this Call-Off Schedule shall be deemed to be reasonable.
- 3.9. Approval by the Buyer of the ISMS pursuant to Paragraph 3.8 of this Call-Off Schedule or of any Change to the ISMS shall not relieve the Supplier of its obligations under this Call-Off Schedule 9 (Security).
- 3.10. Where the Buyer determines, acting reasonably, that any equipment in the ICT Environment is inadequate to provide the level of security required by the Buyer for the provision of the Services, the Buyer may require the Supplier to replace such Equipment with equipment which meets such level of security at the Supplier's own cost.

OFFICIAL

**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**4. SECURITY MANAGEMENT PLAN**

- 4.1. Within twenty (20) Working Days after the Call-Off Start Date (or such other period specified in the Implementation Plan or as otherwise agreed by the Parties in writing), the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4.3 of this Call-Off Schedule a fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2 of this Call-Off Schedule.
- 4.2. The Security Management Plan shall:
- 4.2.1. be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan) to this Call-Off Schedule;
  - 4.2.2. comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with Paragraph 3.4.4.5 of this Call-Off Schedule, be kept up to date with the Information Security Policy as amended from time to time;
  - 4.2.3. apply during the Call-Off Contract Period (and after the end of the Call-Off Contract Period (as applicable) in accordance with Call-Off Schedule 10 (Exit Management));
  - 4.2.4. identify the necessary delegated organisational roles defined for those responsible for ensuring this Call-Off Schedule 9 (Security) is complied with by the Supplier;
  - 4.2.5. detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the Delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and Buyer Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
  - 4.2.6. unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the Delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and Buyer Data) to the extent used by the Buyer or the Supplier in connection with this Call-

OFFICIAL



**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Off Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

- 4.2.7. set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the Delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Call-Off Schedule (including the requirements set out in Paragraph 3.4 of this Call-Off Schedule) and the other elements of this Call-Off Contract relevant to Security (including the Service Requirements);
- 4.2.8. demonstrate that the Supplier's approach to Delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Call-Off Schedule through consideration of available, appropriate and practicable services (for example, 'platform as a service' offering from the G-Cloud catalogue);
- 4.2.9. where applicable, set out the plans for transitioning all security arrangements and responsibilities from those in place at the Call-Off Start Date to those incorporated in the ISMS at the date set out in the Implementation Plans for the Supplier to meet its security obligations set out in this Call-Off Contract (including the Service Requirements);
- 4.2.10. set out the scope of the Buyer System that is under the control of the Supplier;
- 4.2.11. be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Call-Off Schedules which cover specific areas included within those standards and shall accord with those elements of the Security Policy Framework as required by the Buyer;
- 4.2.12. be written in plain English in language which is readily comprehensible to the relevant members of the Supplier Staff and the Buyer's staff engaged in the provision of the Services and the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Call-Off Schedule; and
- 4.2.13. maintained in accordance with this Call-Off Schedule.

OFFICIAL

**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 4.3. If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 of this Call-Off Schedule is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Call-Off Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days (or such other period as the Parties agree in writing) of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the Parties agree in writing) from the date of the first submission in accordance with Paragraph 4.1 of this Call-Off Schedule above. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with Call-Off Schedule 36 (Dispute Resolution). No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 of this Call-Off Schedule shall be deemed to be reasonable.
- 4.4. Approval in writing by the Buyer Authorised Representative of the Security Management Plan pursuant to Paragraph 4.3 of this Call-Off Schedule or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Call-Off Schedule.
- 4.5. Notwithstanding any other provision of this Call-Off Contract, any Delay caused by a failure to achieve Approval and adoption of the Security Management Plan (or any update thereof) shall not relieve the Supplier of its obligation to follow the Implementation Plan and shall not result in any movement of Milestone Dates except where expressly agreed otherwise by the Buyer pursuant to the Change Control Procedure.

**5. AMENDMENT OF THE ISMS AND SECURITY MANAGEMENT PLAN**

- 5.1. The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier as required by any Change Authorisation Note pursuant to which a new Cluster Member receives Services and at least annually to reflect:
- 5.1.1. emerging changes in Good Industry Practice;
  - 5.1.2. any change or proposed change to the Supplier System, the Deliverables and/or associated processes;

OFFICIAL

**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 5.1.3. where required in accordance with Paragraph 3.4.4.5 of this Call-Off Schedule, any changes to the Information Security Policy;
  - 5.1.4. any new perceived or changed security threats;
  - 5.1.5. relevant changes to Data Protection Legislation; and
  - 5.1.6. any reasonable change in requirement requested by the Buyer.
- 5.2. The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable (but in any event no later than twenty (20) Working Days) after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
  - 5.2.1. suggested improvements to the effectiveness of the ISMS;
  - 5.2.2. amendments and updates to the ISMS, Security Management Plan and risk assessments;
  - 5.2.3. proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
  - 5.2.4. suggested improvements in measuring the effectiveness of controls.
- 5.3. On receipt of the results of such reviews the Buyer Authorised Representative shall Approve any amendments or revisions to the ISMS, Security Management Plan and risk assessments in accordance with the process set out at Paragraph 4.3 of this Call-Off Schedule above.
- 5.4. Subject to Paragraph 5.5 of this Call-Off Schedule, any Change which the Supplier proposes to make to the ISMS, Security Management Plan or risk assessments (as applicable) (as a result of a review carried out pursuant to Paragraph 5.1 of this Call-Off Schedule, a Buyer request, a Change to Annex 1 (Baseline Security Requirements) to this Call-Off Schedule or otherwise) shall be subject to Call-Off Schedule 24 (Change Control Procedure) and shall not be implemented until Approved by the Buyer Authorised Representative.
- 5.5. The Buyer Authorised Representative may, acting reasonably, Approve and require changes or amendments to the ISMS, Security Management Plan and risk assessments (as applicable) to be implemented in timescales faster than set out in Call-Off Schedule 24 (Change Control Procedure) but, without prejudice to their effectiveness, all such

OFFICIAL

**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Changes and amendments shall thereafter be subject to Call-Off Schedule 24 (Change Control Procedure) for the purposes of formalising and documenting the relevant Change or amendment.

5.6. In circumstances where:

5.6.1. there is a real and immediate threat to the Delivery of the Services or a firmware/software vendor releases a patch for immediate, urgent or priority installation; and

5.6.2. the Supplier, despite its best efforts, is unable for any reason to notify the Buyer of any changes required pursuant to this Paragraph within such period as is reasonably required to avoid or mitigate the real and immediate threat to the Delivery of the Services or within the recommended patch installation period,

the Supplier shall, acting reasonably, and at the earliest opportunity implement such patch or such changes or amendments to the ISMS or Security Management Plan as may be required and seek to obtain retrospective Approval of the Buyer pursuant to this Paragraph 5.

5.7. Any Costs incurred as a result of carrying out the obligations set out in this Paragraph 5 shall be borne by the Supplier.

**6. Security Testing**

6.1. The Supplier shall conduct Security Tests:

6.1.1. from time to time;

6.1.2. at least annually across the scope of the ISMS, at a time to be Approved by the Buyer; and

6.1.3. after any material change or amendment to the ISMS (including security incident management processes and incident response plans) or to the ICT Environment.

6.2. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the Delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance (and in any event a minimum of thirty (30) Working Days in advance) with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the Service Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.

OFFICIAL

**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 6.3. The Supplier shall inform the Buyer in writing within one (1) Working Day from the date of completion of such Security Test of the date and time when such tests were carried out.
- 6.4. The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form Approved by the Buyer in advance) as soon as practicable after completion of each Security Test and in any event no longer than twenty (20) Working Days from the date of completion of such Security Test.
- 6.5. Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Call-Off Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with and implementation of the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the Service Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 6.6. Where any Security Test carried out pursuant to Paragraphs 6.3 or 6.5 of this Call-Off Schedule above or any audit under Paragraph 7 of this Call-Off Schedule below reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) and any risk assessments (as applicable) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval in accordance with Paragraph 5.4 of this Call-Off Schedule, the Supplier shall implement such changes to the ISMS, the Security Management Plan and any risk assessments (as applicable) and repeat the relevant Security Tests in accordance with the timetable Approved in writing with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS, Security Management Plan or any risk assessments (as applicable) is to address a non-compliance with the Information Security Policy, Service Requirements or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Call-Off Schedule) or the requirements of this Call-Off Schedule, the change to the ISMS, Security Management Plan and any risk assessments (as applicable) shall be at no additional cost to the Buyer.
- 6.7. If any repeat Security Test carried out pursuant to Paragraph 6.6 of this Call-Off Schedule reveals an actual or potential Breach of Security

OFFICIAL

### **Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

exploiting the same root cause failure, such circumstance shall constitute a material Default of this Call-Off Contract.

6.8. If required by the Buyer, on each anniversary of the Call-Off Start Date the Supplier shall provide to the Buyer a letter from the Supplier Authorised Representative confirming that having made due and careful inquiry it:

6.8.1. has in the previous year carried out all tests and has in place all procedures required in relation to security matters under this Call-Off Contract; and

6.8.2. is confident that its security and risk mitigation procedures with respect to the Services remain effective.

## **7. COMPLYING WITH THE ISMS**

7.1. From the Call-Off Start Date, the Supplier shall comply with the principles and practices of ISO/IEC 27001. The Supplier shall obtain independent certification of compliance of the ISMS to ISO/IEC 27001 within twelve (12) Months of the Call-Off Start Date (or such other period specified in the Implementation Plan or as otherwise agreed by the Parties in writing) and shall maintain such certification for the Call-Off Contract Period (unless otherwise agreed with the Buyer). If certain parts of the ISMS do not conform to Good Industry Practice or the controls as described in ISO/IEC 27002 are not consistent with the Information Security Policy and, as a result the Supplier reasonably believes that it is not compliant with ISO/IEC 27001, the Supplier shall promptly notify the Buyer in writing of this and the Buyer in its absolute discretion may waive the requirement for certification in respect of the relevant parts.

### **Buyer Audit**

7.2. The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary and in accordance with Good Industry Practice in order to ensure that the ISMS maintains compliance with the principles and practices of ISO/IEC 27001 and the guidance of ISO/IEC 27002 and with the Information Security Policy where such compliance is required in accordance with Paragraph 3.4.4.5 of this Call-Off Schedule.

7.3. If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001, and the guidance of ISO/IEC 27002 and the Information Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and the Supplier shall immediately implement and commence the remedy of the same. If the Supplier does not become compliant within a period reasonably

OFFICIAL

**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

specified by the Buyer having regard to the extent and criticality of any non-compliance and any other relevant circumstances this will amount to a material Default of the Call-Off Contract and without prejudice to the Buyer's other rights and remedies under this Call-Off Contract the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.

- 7.4. If, as a result of any such independent audit as described in Paragraph 7.3 of this Call-Off Schedule the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001, and/or the guidance of ISO/IEC 27002 and/or the Information Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

**Supplier Audit**

- 7.5. If required by the Buyer, the Supplier shall carry out regular security audits as may be required to ensure that the ISMS maintains compliance with:

- 7.5.1. the guidance of ISO/IEC 27002:2013 or equivalent;
- 7.5.2. ISO/IEC 27001 or equivalent;
- 7.5.3. those elements of the Security Policy Framework as required by the Buyer; and
- 7.5.4. the requirements issued by the National Cyber Security Centre,

and shall promptly provide to the Buyer any associated security audit reports and shall otherwise notify the Buyer in writing of the results of such security audits. The provisions set out in Paragraphs 7.3 and 7.4 of this Call-Off Schedule above shall apply mutatis mutandis to this Paragraph 7.5.

**8. BREACH OF SECURITY**

- 8.1. Either Party shall (which shall include the Supplier procuring that the Supplier Staff shall) notify the other (in each case such notification must go to the individual(s) designated in respect of security as set out in Paragraph 2.3 of this Call-Off Schedule above (as updated from time to time in accordance with Call-Off Schedule 7 (Key Supplier Staff) (in the case of the Supplier) and at any time in writing (in the case of the Buyer or any Cluster Member)) in accordance with the Approved security incident management process as defined by the ISMS upon becoming aware of any Breach of Security including an actual, potential or

OFFICIAL

**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

attempted Breach of Security, or threat to security, the Security Management Plan and/or the ISMS. Where such Breach of Security impacts or has the potential to impact any Cluster Member, the Supplier shall, at the same time as notifying the Buyer, notify the applicable authorised representative of the Cluster Member accordingly.

8.2. Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1 of this Call-Off Schedule, the Supplier shall:

8.2.1. immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

8.2.1.1. minimise the extent of actual or potential harm caused by any Vulnerability identified by either Party in accordance with this Call-Off Schedule and/or any Breach of Security;

8.2.1.2. remedy such Vulnerability or Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or the Buyer System and/or the ISMS to the extent that this is within the Supplier's control;

8.2.1.3. apply a tested mitigation against any such Vulnerability or Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Criteria, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;

8.2.1.4. prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure;

8.2.1.5. supply any initial requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within a maximum of two (2) hours from the time of such request being made and without charge (where such requests are reasonably

OFFICIAL



### **Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

related to a possible incident or compromise) and with detailed requested data to follow within two (2) Working Days; and

- 8.2.1.6. as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer and of the steps taken to mitigate or resolve them and seek to obtain retrospective Approval of the steps taken to mitigate or resolve the Breach of Security or attempted Breach of Security.

If such action is taken in response to a Vulnerability or Breach of Security that is determined by the Buyer, acting reasonably, not to be covered by the obligations of the Supplier under this Call-Off Contract, then the Supplier may request a change pursuant to Call-Off Schedule 24 (Change Control Procedure), but this shall not delay the Supplier in taking steps to comply with Paragraph 8.2 of this Call-Off Schedule.

- 8.3. In the event that any action is taken in response to a Vulnerability or Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Information Security Policy (where relevant) or the requirements of this Call-Off Schedule 9 (Security), then any required change to the ISMS shall be at no cost to the Buyer.
- 8.4. Without prejudice to the foregoing, the obligations on the Supplier under this Paragraph 8 shall apply where the Supplier becomes aware of any new fact, matter or circumstance which presents an actual, potential or threat of a Breach of Security.

## **9. VULNERABILITIES AND FIXING THEM**

- 9.1. The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.
- 9.2. The severity of threat vulnerabilities for COTS Software and/or Open Source Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the Approved method in the ISMS and using the appropriate vulnerability scoring systems including:

OFFICIAL

**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 9.2.1. the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and
  - 9.2.2. Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 9.3. Save as otherwise expressly provided, the Supplier shall procure the application of security patches which have been fully impact assessed and tested to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as: 'Critical' within fourteen (14) days of release, 'Important' within thirty (30) days of release and all 'Other' within sixty (60) Working Days of release, or in each case such shorter period as the Buyer may reasonably specify based on the immediacy of the threat, except where:
- 9.3.1. the Supplier can demonstrate that a Vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service or it exists within a secure area) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the Vulnerability becomes exploitable within the context of the Service;
  - 9.3.2. the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier may, where agreed, be granted an extension to such timescales of five (5) days. Where such extension adversely affects the Supplier's ability to deliver the Services so as to meet the Service Levels, the Supplier shall be granted relief against any resultant under-performance for the period of application of such security patch. For the avoidance of doubt the Supplier shall at all times follow the security patch test plan agreed with the Buyer; or
  - 9.3.3. the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS, including any shorter period as may be required by the Buyer as a result of any immediate clinical risk to patients.
- 9.4. The Call-Off Specification shall include provisions for major version upgrades of all COTS Software and/or Open Source Software to be upgraded within six (6) Months of the release of the latest version, such that it is no more than one major version level below the latest release

OFFICIAL

**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

(normally codified as running software no older than the 'n-1 version') throughout the Call-Off Contract Period unless:

- 9.4.1. where upgrading such COTS Software and/or Open Source Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within twelve (12) Months of release of the latest version;
- 9.4.2. subject to Paragraph 4.6.1.4 of Call-Off Schedule 20 (Call-Off Specification) such support has been withdrawn; or
- 9.4.3. is agreed with the Buyer in writing.

9.5. The Supplier shall:

- 9.5.1. implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
- 9.5.2. ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
- 9.5.3. ensure it is knowledgeable about the latest trends in threat, Vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Call-Off Contract Period;
- 9.5.4. pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.4.6 of this Call-Off Schedule;
- 9.5.5. from the date specified in the Security Management Plan provide a report to the Buyer on a Monthly basis at the same time as providing the Monthly Performance Monitoring Reports pursuant to Call-Off Schedule 14 (Service Levels) detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;

OFFICIAL

**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 9.5.6. propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
  - 9.5.7. remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
  - 9.5.8. inform the Buyer when it becomes aware of any new threat, Vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- 9.6. If the Supplier is unlikely to be able to mitigate the Vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer and the Supplier and the Buyer shall in good faith discuss as soon as reasonably practicable, the timescales within which such Vulnerability is likely to be mitigated. Any failure to agree timescales under this Paragraph 9.6 shall be referred to the Supplier Review Board and thereafter as a Dispute under the Expedited Dispute Timetable.
- 9.7. A failure to comply with Paragraph 9.3 of this Call-Off Schedule shall constitute a material Default, and without prejudice to the Buyer's rights and remedies under the Call-Off Contract, the Supplier shall comply with the Rectification Plan Process.

**10. MALWARE**

- 10.1. Without prejudice to any other obligations which the Supplier has under this Call-Off Contract in relation to Malware, the Supplier shall, as an enduring obligation throughout the Call-Off Contract Period (and after the end of the Call-Off Contract Period (as applicable) in accordance with Call-Off Schedule 10 (Exit Management), use its reasonable endeavours to prevent Malware from being introduced into the Buyer's System via the Services. This shall include an obligation to use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malware from the Services. In this Paragraph 10, references to "anti-virus" shall mean to software or other data intended to detect, prevent and/or mitigate the effects of Malware.
- 10.2. Notwithstanding Paragraph 10.1 of this Call-Off Schedule above, if Malware is found the Parties shall cooperate with each other and with any affected Other Suppliers to reduce the effect of the Malware on the Services and any other impacted services and, particularly if Malware causes loss of operational efficiency or loss or corruption of Buyer's

OFFICIAL

**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Confidential Information or Buyer Data, assist each other in a timely manner to mitigate any Losses and to restore the Services to their desired operating efficiency. Any such steps may include directions to Users in relation to actions to be taken (or not taken) in connection with hardware, software, devices and/or network links.

10.3. Any Costs arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 10.2 of this Call-Off Schedule above shall be borne by the Parties as follows:

10.3.1. by the Supplier where the Malware originates from the Software (except where the Buyer has waived the obligation set out in Paragraph 10.1 of this Call-Off Schedule above) and/or the Buyer's Confidential Information (whilst the Buyer's Confidential Information was under the control of the Supplier and/or any Subcontractor) unless the Supplier can demonstrate that such Malware was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

10.3.2. by the Buyer if the Malware originates from the Buyer's Confidential Information (whilst the Buyer's Confidential Information was under the control of the Buyer). For the avoidance of doubt no such Costs borne by the Buyer under this Paragraph 10.3.1 shall include any sums which the Supplier may have incurred as a ransom or other unauthorised payment to the Malware originator, for the avoidance of doubt any ransom or other payment to a Malware originator is expressly prohibited by the Buyer.

OFFICIAL

**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Annex 1: Baseline Security Requirements****1. HANDLING CLASSIFIED INFORMATION**

The Buyer has a specific requirement for the Supplier to, from time to time and subject to prior Approval, handle Buyer information classified SECRET or TOP SECRET ("**Classified Information**"). In such circumstances, the Buyer shall make such requirement explicit and the Supplier shall, prior to receipt of any Classified Information, seek additional specific guidance from the Buyer. For the avoidance of doubt, the Supplier shall not handle Classified Information until the Buyer has given its Approval for the Supplier to do so.

**2. END USER DEVICES**

2.1. When Buyer Data resides on a mobile, removable or physically uncontrolled device such Buyer Data must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the UK National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").

2.2. Devices used to access or manage Buyer Data and services must be under the management authority of Buyer or Supplier or, in the case of third party devices, must be used only with the prior approval of the Buyer or Supplier and such approval shall be subject to the device meeting the Buyer's or the Supplier's (as applicable) minimum security and other requirements applicable to devices and all such devices shall have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer or Supplier. Unless otherwise agreed with the Buyer in writing and subject to the foregoing, all Supplier devices are expected to meet the set of security requirements set out in the NCSC End User Devices Platform Security Guidance (<https://www.gov.uk/government/publications/end-user-device-strategy-security-framework-and-controls>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer. The provisions of this Paragraph 2.2 shall not apply where Personal Data relating to a Data Subject is held on the Data Subject's own device.

**3. DATA PROCESSING, STORAGE, MANAGEMENT AND DESTRUCTION**

3.1. The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded as required by Data Protection Legislation. To that end, and subject always to the provisions of this Call-Off Contract, the

OFFICIAL

### **Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Buyer Data will be subject to at all times.

- 3.2. The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).
- 3.3. The Supplier shall:
  - 3.3.1. provide the Buyer with all Buyer Data on demand in an Approved open format;
  - 3.3.2. have documented processes to guarantee availability of Buyer Data in the event of the Supplier ceasing to trade;
  - 3.3.3. securely destroy all media that has held Buyer Data at the end of life or service replacement of that media in line with Good Industry Practice; and
  - 3.3.4. securely erase any or all Buyer Data held by the Supplier when requested to do so by the Buyer.

## **4. ENSURING SECURE COMMUNICATIONS AND TRANSPORTATION**

- 4.1. The Buyer requires that any Buyer Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.
- 4.2. The Buyer requires that any Buyer Data physically transported must be transported in a secure or encrypted manner.
- 4.3. The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

## **5. SECURITY BY DESIGN**

- 5.1. The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and User access to the minimum possible level) to the design and configuration of IT systems which will process or store Buyer Data. All User access shall require specific and traceable User log-ins.

OFFICIAL

### **Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 5.2. When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC Certified Professional certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

## **6. SECURITY OF SUPPLIER STAFF**

- 6.1. Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal Convictions and right to work in accordance with Call-Off Schedule 18 (Background Checks).
- 6.2. The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Buyer Data.
- 6.3. The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Buyer Data except where agreed with the Buyer in writing.
- 6.4. All Supplier Staff that have the ability to access Buyer Data or systems holding Buyer Data shall undergo regular training on secure information management principles and on information governance. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.
- 6.5. Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges their access rights shall be revoked within one (1) Working Day except where:
  - 6.5.1. such staff members leave the organisation, the Supplier shall revoke such ICT privileges or access rights on the final day of employment;
  - 6.5.2. such staff members are subject to disciplinary procedures, such ICT privileges or access rights shall be revoked immediately; or
  - 6.5.3. instructed to do so by the Buyer.

OFFICIAL



**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**7. RESTRICTING AND MONITORING ACCESS**

The Supplier shall operate an electronic access control regime (e.g. key card authentication (or any successor technology)) to ensure all Users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', Users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

**8. AUDIT**

8.1. The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:

- 8.1.1. Individually time-stamped logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers;
- 8.1.2. Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software;
- 8.1.3. The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment; and
- 8.1.4. The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least six (6) Months.

**9. OTHER REQUIREMENTS**

9.1. When delivering the Security Management Plan as set out in this Call-Off Schedule 9 (Security) for Approval by the Buyer, the Supplier shall include, as a minimum, appropriate drafting in relation to:

- 9.1.1. physical security;

OFFICIAL

### **Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 9.1.2. logical security;
- 9.1.3. personnel clearance and user access control;
- 9.1.4. risk and security logs;
- 9.1.5. system access logs;
- 9.1.6. emergency procedures, escalation processes and incident reporting;
- 9.1.7. high level security architecture;
- 9.1.8. reactive and proactive monitoring;
- 9.1.9. penetration testing;
- 9.1.10. procedures for emerging threats;
- 9.1.11. intruder protection devices;
- 9.1.12. reports of security violations;
- 9.1.13. anti-virus measures;
- 9.1.14. processes for dealing with security incidents and appropriate governance; and
- 9.1.15. the levels of security to be provided to be commensurate with the data being held and in accordance with any Information Security Policy and any other NHS Commissioning Board information governance and data security guidelines as set out in Call-Off Schedule 6 (ICT Services) (from time to time).

### **9.2. Extant Service controls**

- 9.2.1. The following security characteristics have been Approved as the minimum security provision within the voice service ahead of compliance assessment under the Information Security Policy:
  - 9.2.1.1. Security governance and policies will align to the ISO27001:2013;
  - 9.2.1.2. Appropriate background checks will be carried out on personnel designing, installing and maintaining the proposed service;

OFFICIAL

**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 9.2.1.3. An operating model that contains the people and tools to securely operate the service will be implemented i.e. asset, change and configuration management, vulnerability management, NIDS intruder protection, resources to monitor and report on security events;
- 9.2.1.4. Integration into the Supplier's existing physical secure hosting estate will take place, along with logical and physical access control processes and procedures;
- 9.2.1.5. Monitored, maintained and current Malware protection will be implemented (where server operating systems are used in the solution such as within the management layer);
- 9.2.1.6. A product design that includes a security architecture and service management components will be created;
- 9.2.1.7. Security incident management processes (standard processes within the Supplier) will be implemented.

**9.3. Resourcing****9.3.1. Service Security Manager**

A trained and knowledgeable security resource to own the submission and in life compliance of the Information Security Policy will be identified and allocated.

**9.4. Information Gathering****9.4.1. IG Toolkit compliance scope:**

The security manager shall engage with the project management team and agree the approach to and scope of IG Toolkit compliance as required. This shall be based on the documentation submitted to the IG Toolkit, the type of service and storage of Buyer Data and Patient Identifiable Data.

**9.4.2. IG Toolkit (CTP) Gap analysis:**

The security manager shall assess the requirements of IG Toolkit (Requirement Numbers 12-202 to 12-211, 12-202 to 12-211 and 12-305 to 12-323) [Ref A] against the proposed

OFFICIAL

### **Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

services and extant controls in place and take appropriate action to address any issues.

#### **9.4.3. IG Improvement Plan:**

The security manager shall discuss and agree the overall IG Target, plan and approach with the project management team, including agreeing assurance activities to close any identified gaps, delivery dates and other longer-term milestones.

### **9.5. Submission**

#### **9.5.1. NHS Information Governance Toolkit process and system**

The security manager shall undertake registration and engagement with Buyer information governance processes and systems.

#### **9.5.2. Compliance evidence**

The security manager shall complete the necessary compliance evidence requirements detail and submit this to the Buyer via the online assessment tool kit.

#### **9.5.3. Management of IG plan**

The security managers shall oversee the closure of any Supplier gaps identified in the earlier stages of this project.

#### **9.5.4. Completion of submission**

The security manager shall complete the submission following the closure of any identified plan and gain the necessary approval from the NHS approval process.

### **9.6. Assurance Evidence**

#### **9.6.1. Design Review**

As part of the assurance activities, the Design of the Supplier's Services can be reviewed by the NHS compliance team as and when required.

#### **9.6.2. IT Security Health Checks (ITSHCs)**

An ITSHC shall be undertaken within the initial service rollout and annually thereafter. The results of all compliance testing and IG remediation plans will be shared with the NHS compliance team and processes as required.

OFFICIAL

**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**9.6.3. Site inspection Visits**

Typically, the security manager and their advisors will review the Physical, Personnel and Procedural security of critical Supplier premises used to provide and support services at least annually. The results of all Site visits and IG remediation plans will be shared with the NHS compliance team as required.

**9.6.4. IG Improvement Plan**

The security manager shall produce, update and manage a plan that delivers Approved IG compliance improvement requirements.

**9.6.5. NHS On site assessment**

During the life of the contract, the security manager will support the Buyer with any onsite assessment and audit activates it identifies as being required.

**9.7. Annual approval**

The security manager shall be responsible for ongoing annual audit, compliance checks and resubmission based upon the requirements of the Information Security Policy at the Call-Off Start Date. Any changes in the Information Security Policy over the Call-Off Contract Period may unless otherwise provided be subject to the Change Control Procedure.

OFFICIAL

**Call-Off Schedule 9 (Security)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Annex 2: Security Management Plan**

OFFICIAL































**Annex 3: Information Security Policy at the Call-Off Start Date**

# Information Security Policy

NHS England and NHS Improvement



1

## **Policy on Corporate Internal Policies**

Version number: 1.0

First published: September 2020

Updated: First joint policy between NHS England and NHS Improvement

Policy Owner: Mark Smith,  
Deputy Director – Infrastructure Corporate IT and Smarter Working

Prepared by: Muhammad Ayoub Ali, Information Security Manager

Next review date: June 2022

**Contents**

1. Purpose ..... 4

2. Scope ..... 5

3. Roles and Responsibilities ..... 5

4. Policy Framework ..... 8

5. Impact Assessments ..... 17

6. Associated Documentation ..... 18

7. References – legislation ..... 18

This is a controlled document. Whilst this document may be printed, the electronic version posted on the intranet is the controlled copy. Any printed copies of this document are not controlled.

As a controlled document, this document should not be saved onto local or network drives but should always be accessed from the intranet.

## 1. Purpose

NHS England and NHS Improvement are public bodies, with information processing as a fundamental part of their purpose. It is important therefore that the organisations have a clear and relevant Information Security Policy. This is essential to our compliance with data protection and other legislation and to ensuring that confidentiality is respected.

The purpose of NHS England's and NHS Improvement's Information Security Policy is to protect, to a consistently high standard, all information assets. The policy covers security which can be applied through technology but perhaps more crucially it encompasses the behaviour of the people who manage information in the line of NHS England and NHS Improvement business.

Information security is about peoples' behaviours in relation to the information they are responsible for, facilitated by the appropriate use of technology. The business benefits of this policy and associated guidance are:

- Assurance that information is being managed securely and in a consistent and corporate way.
- Assurance that NHS England and NHS Improvement is providing a secure and trusted environment for the management of information used in delivering its business.
- Clarity over the personal responsibilities around information security expected of staff when working on NHS England and NHS Improvement business.
- A strengthened position in the event of any legal action that may be taken against NHS England or NHS Improvement (assuming the proper application of the policy and compliance with it).
- Demonstration of best practice in information security.
- Assurance that information is accessible only to those authorised to have access.
- Assurance that risks are identified and appropriate controls are implemented and documented.

The objectives of this policy are to establish and maintain the security and confidentiality of information, information systems, applications and networks owned or held by NHS England and NHS Improvement by:

- Ensuring that all members of staff are aware of their roles, responsibilities and accountability and fully comply with the relevant legislation as described in this and Information Governance policies.
- Working with other Arm's Length Bodies (ALBs) who share a common Open Service supply partner, to develop collaborative approaches, systems and processes relating to information security.
- Describing the principles of security and explaining how they are implemented in the organisation. Introducing a consistent approach to security, ensuring that all members of staff fully understand their own responsibilities.

- Creating and maintaining within the organisation a level of awareness of the need for information security as an integral part of day to day business.
- Protecting information assets under the control of the organisation.

|                        |                                                                                                                                   |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| <b>Confidentiality</b> | Access to data shall be confined to those with appropriate authority.                                                             |
| <b>Integrity</b>       | Information shall be complete and accurate. All systems, assets and networks shall operate correctly, according to specification. |
| <b>Availability</b>    | Information shall be available and delivered to the right person, at the time, when it is needed.                                 |

## 2. Scope

Staff of the following NHS England and NHS Improvement areas are within the scope of this document:

- Staff working in or on behalf of NHS England or NHS Improvement (this includes contractors, temporary staff, embedded staff, secondees and all permanent employees) and hosted bodies;
- NHS England's Commissioning Support Units.

## 3. Roles and Responsibilities

### 3.1 Chief Executive

Responsibility for information security resides ultimately with the Chief Executive. This responsibility is discharged through the designated roles of Senior Information Risk Owner and Head of Information Technology, as per business needs and Information Security industry best practice for governance.

### 3.2 Senior Information Risk Owner (SIRO)

The national Senior Information Risk Owner (SIRO) is responsible for information risk within NHS England and NHS Improvement and advises the Board on the effectiveness of information risk management across the organisations.

***Deputy SIROs have also been appointed in central and regional teams to support the national SIRO.***

Hosted bodies, including CSUs will have their own SIRO.



### **3.3 Data Protection Officer (DPO)**

As a public authority NHS England and NHS Improvement are required to appoint a Data Protection Officer under the General Data Protection Regulation (GDPR). The Information Governance Policy establishes this role. The DPO is responsible for providing advice, monitoring compliance, and is the first point of contact in the organisation for data protection matters. The DPO reports to the SIRO and directly to the Board in relation to data protection matters.

CSUs have appointed Deputy DPOs that report directly to the joint NHS England and NHS Improvement DPO.

### **3.4 Senior Managers**

Senior Managers are responsible for the security of their physical environments where information is processed or stored. Furthermore, they are responsible for:

- Ensuring that all staff, permanent, temporary and contractor, are aware of the information security policies, procedures and user obligations applicable to their area of work.
- Ensuring that all staff, permanent, temporary and contractor, are aware of their personal responsibilities for information security.
- Determining the level of access to be granted to specific individuals. Ensuring staff have appropriate training for the systems they are using. Ensuring staff know how to access
- advice on information security matters.

### **3.5 Head of Corporate Information Governance (IG)**

The Head of Corporate IG will be responsible for maintaining appropriate policies and guidance for staff around the use and processing of personal data or information

contained within NHS England's and NHS Improvement's information assets in line with data protection and data security legislation and regulations.

### **3.6 Head of Information Technology**

The Deputy Director of Infrastructure, Corporate IT and Smarter Working is responsible for developing, implementing and enforcing suitable and relevant information security procedures and protocols to ensure NHS England's and NHS

Improvement's systems and infrastructure remain compliant with relevant legislation, guidance and security industry best practice.

They are responsible for ensuring the continuous review, update and alignment of all IT assets as well as policies and procedures to conform to applicable guidance and security requirements.

### **3.7 Information Security Manager**

The Information Security Manager will support the Deputy Director of Infrastructure, Corporate IT and Smarter Working to implement the above and lead on operational information security processes and projects across NHS England and NHS Improvement.

The Information Security Manager shall be the point of contact for all internal information security assurance, training, testing, developments, investigations and queries.

### **3.8 Information Asset Owners (IAOs)**

All IAOs are responsible for ensuring the confidentiality of their assets and maintaining up to date access lists of users. They must ensure that third-party data processors have appropriate information

security and/or Cyber Essentials accreditation where appropriate for assets stored electronically with third parties.

IAOs are also responsible for ensuring appropriate data protection assurance from all third-party suppliers processing NHS England or NHS Improvement data for their own information assets.

### **3.9 All Staff**

All staff are responsible for information security and therefore must understand and comply with this policy and associated guidance. Failure to do so may result in disciplinary action. In particular all staff should undertake their mandatory annual IG training and ensure that they also understand:

- What information they are using, how it should be protectively handled, stored and transferred.
- What procedures, standards and protocols exist for the sharing of information with others.
- How to report a suspected breach of information security within the organisation.
- Their responsibility for raising any information security concerns with the Information Security Manager and reporting incidents directly through the online [incident reporting portal](#).

### **3.10 External contractors**

Contracts with external contractors that allow access to the organisation's information systems must be in operation before access is allowed. These contracts must ensure that the staff or sub-contractors of the external organisation comply with all of our appropriate security policies.

Staff with additional 'administrative' accounts to systems are required to agree to additional undertakings regarding their enhanced level of responsibilities.

## **4. Policy Framework**

### **4.1 Contracts of Employment**

Staff security requirements shall be addressed at the recruitment stage and all contracts of employment shall contain an appropriate confidentiality clause.

Information security expectations of staff shall be included within appropriate job definitions and descriptions.

Where the need may arise, a review of the employment contract may be taken with mutual agreement to include further security checks and access as per the staff job role.

Security requirements are subject to review and therefore staff will be made aware of any such changes where required.

### **4.2 Security Control of Assets**

NHS England and NHS Improvement Corporate IT will establish an IT asset management process and associated system; where applicable this will involve support and collaboration from any external vendor or service provider e.g.

Advance365, OpenService etc.

All IT assets, (hardware, software, application or data) shall have a named Information Asset Owner who shall be responsible for the information security of that asset.

IT asset registers will be stored by the respective service providers with access and/or updated copies of the registers provided to the IT team in the IT asset catalogue. All assets which contain personal information will be logged on the IAMS system.

### **4.3 Information Security Management System (ISMS)**

An ISMS is a systematic approach to managing information so that it remains secure. The ISMS uses a risk-based approach to secure information by applying stringent checks and controls to human resources, processes and IT systems.

Steps will be taken to align NHS England and NHS Improvement's information security and IT policies and procedures in line with industry standards and ISMS processes e.g. ISO27001.

The group responsible for this is the Information Security Management System Group. This group is chaired by the Deputy Director of Infrastructure, Corporate IT and Smarter Working and reports directly to the SIRO.

### **4.4 Access Controls**

Access to information shall be restricted to users who have an authorised business need to access the information, as approved by the relevant IAO. All access shall be monitored to ensure it is in line with the user's role and responsibilities and that there

is no excess of access or access creep. This will be done by ongoing vigilance, users informing IT as part of the incident reporting process or annual audits for assurance purposes.

Though primarily access will be granted through Active Directory, other access control mechanisms including single sign-on shall be used and deployed.

#### **4.5 Computer Access Controls**

Access to data, system utilities and program source libraries shall be controlled and restricted to those authorised users who have a legitimate business need e.g. systems or database administrators. Authorisation to use an application shall depend on the availability of a license from the supplier.

#### **4.6 Application Access Controls**

Access to data, system utilities and program source libraries shall be controlled and restricted to those authorised users who have a legitimate business need e.g. systems or database administrators. Authorisation to use an application shall depend on the availability of a license from the supplier.

Access shall be reviewed and where necessary redacted when not required as part of a user's role.

#### **4.7 Equipment Security**

In order to minimise loss of, or damage to, all assets the Corporate IT team shall ensure that all electronic equipment and assets shall be identified, registered and physically protected from threats and environmental hazards.

All devices must be kept secure and their screens locked when not in use. In public areas, extra attention should be paid to ensure devices are not left unattended.

In the event of loss or theft of any mobile or portable device, it must be reported to the police and the crime reference number provided to the IT Service/Support Team.

#### **4.8 Mobile/Portable Devices and media**

Portable devices, for example, laptops must be encrypted and kept securely and their screen locked when not being used. In public areas extra attention should be paid to ensure devices are not left unattended. All use of removable media must be authorised by the member of staff's line manager, who must accept responsibility for any risk raised by the use of the removable media. This request must be endorsed by the Information Security Manager from a security perspective and maybe referred to the IG team if there are data protection concerns.

Removable media must be encrypted and must not be the only source of the information (that is, the information must also be stored in a secure folder on the shared drive or similar). Such media must be kept secure at all times. Staff should only use NHS England and NHS Improvement issued and approved encrypted removable media with advice from the IT service desk or the Information Security team.

Corporate IT systems automatically encrypt removable media. Removable media (including USB flash media) that will be used by NHS England and NHS Improvement employees internally or externally requires approval. The user's line manager must support the request explaining the business need and purpose. The request for approval will go to the Information Security Manager before the media may be used on NHS England or NHS Improvement systems and the user's line manager must accept responsibility for any risks associated with its use. Users breaching this requirement may be subject to disciplinary action.

This applies to media provided by the IT team and procured by the teams themselves in line with IT security requirements for removable media.

#### **4.9 Physical Security**

The physical security of the organisation's information is the responsibility of all staff. The protection of both personal and non-personal information is paramount in maintaining confidentiality. The physical environment must be recognised as providing a layer of protection to data and information. This is achieved by the following means:

- Controlling access to sites, buildings and offices
- Ensuring desks and work areas are clear at the end of each day
- Use of locked cabinets within offices to restrict access to information
- Checking that visitors to sites are authorised to be there
- Ensuring that when information is carried off site, it is done so securely or preferably via a means of encryption
- Always wearing an ID badge when on site

Staff security requirements shall be addressed at the recruitment stage and all contracts of employment shall contain an appropriate confidentiality clause. Information security expectations of staff shall be included within appropriate job definitions.

#### **4.10 Viruses, Malware and Malicious Code**

All IT equipment used by staff is protected by countermeasures and management procedures to protect against the threat of malicious software. This includes an approved anti-virus (AV) software, intrusion detection and prevention software and hardware controls and suspicious email traffic blocking by NHSmail. The IT department will ensure that all AV software is functioning correctly and is up to date with the latest virus definitions. All incoming and outgoing internet traffic will be routed through dedicated servers and other network devices that provide AV scanning.

All staff shall be expected to co-operate fully with this policy. Users shall not install software on the organisation's property without permission from the IT Support team at [openservice@atos.net](mailto:openservice@atos.net) for NHS England staff and [IT.Support@improvement.nhs.uk](mailto:IT.Support@improvement.nhs.uk) for NHS Improvement staff.

#### **4.11 Computer and Network Procedures**

Management of computers and networks shall be controlled through standard documented procedures. This will also require agreed systems and processes with third party vendors working for and on behalf of NHS England or NHS Improvement.

All changes will be actioned as per section 4.17 below.

#### **4.12 Email**

Access is granted to the internet and NHSmail primarily for legitimate business purposes. Limited and reasonable personal use is permissible. Each employing organisation and your NHSmail provider reserve the right in their absolute discretion to withdraw permission for personal use of the internet and/or email at any time.

Personal use should take place substantially out of normal working hours.

Your NHS England and NHS Improvement account is provided as a business tool by NHS Digital. Monitor email accounts are provided by the organisation 'Monitor' prior to it forming NHS Improvement. This policy also applies to your Monitor email account.

This policy, together with the Acceptable Use of ICT and User Obligations Policy applies to the use of NHSmail accounts. In the event that you are absent for a substantial period of time, or where you are no longer employed and access to your mail account is required for business continuity purposes, such access may be granted where deemed necessary and proportionate following a Data Protection Impact Assessment, which must be sent to the Information Governance Team and only after approval from the Senior Information Risk Owner or Deputy.

Emails marked as personal that are stored within your email accounts will only be accessed knowingly in exceptional circumstances and where it is proportionate in the circumstances i.e. an investigation is taking place.

NHSmail accounts belonging to staff leavers shall remain accessible for a period of 3 months; 6 months for inactive accounts. Monitor accounts shall remain accessible for 2 years. Access will only ever be provided to a third party after a Data Protection Impact Assessment has been undertaken. Access to archived emails can be sought but only in very exceptional circumstances.

NHSmail remains a non-NHS England and NHS Improvement service and thus we have limited administrative access around its use and backend processes.

Whilst using NHS mail, staff are required to agree and follow the terms of the NHSmail service as per their guidance documents available on their website.

#### **4.13 Information Asset Risk Assessment**

All information assets will be identified and assigned an Information Asset Owner (IAO). IAOs shall ensure that information risk assessments are performed at least annually, following guidance from the Senior Information Risk Owner (SIRO). IAOs shall submit the risk assessment results and associated mitigation plans to the SIRO for review. Please see the Information Risk Procedures for further information.

#### **4.14 Information Security Events and Weaknesses**

All NHS England and NHS Improvement information security events, near misses, and suspected weaknesses are to be reported to the Information Security team- in the first instance, Head of IT or designated deputy and where appropriate reported as an adverse incident. All adverse incidents shall be reported to the joint NHS England and NHS Improvement DPO. For the purpose of reporting, the Information Security Incident Reporting procedures must be complied with.

#### **4.15 Classification of Sensitive Information**

NHS England and NHS Improvement shall implement appropriate information classifications controls, based upon the results of formal risk assessment and guidance contained within the Data Security and Protection (DSP) Toolkit to secure their information assets. Further details of the classifications controls can be found in the [Corporate Document and Records Management Policy](#).

#### **4.16 Protection from Malicious Software**

The organisation and its Corporate IT service providers shall use software countermeasures and management procedures to protect itself against the threat of malicious software. All staff shall be expected to co-operate fully with this policy.

Users shall not install software on the organisation's property without permission from the Corporate IT Senior Manager or Head of IT.

Users breaching this requirement may be subject to disciplinary action as they are putting the organisation's network, attached devices, users and the data which NHS England and NHS Improvement hold at risk.

#### **4.17 Monitoring System Access and Use**

An audit trail of system access and staff data use shall be maintained and reviewed on a regular basis. NHS England and NHS Improvement will put in place routines to regularly audit compliance with this and other policies. In addition, it reserves the right to monitor activity where it suspects that there has been a breach of policy. The Regulation of Investigatory Powers Act (2000) permits monitoring and recording of employees' electronic communications (including telephone communications) for the following reasons:

- Establishing the existence of facts
- Investigating or detecting unauthorised use of the system Preventing or detecting crime
- Ascertaining or demonstrating standards which are achieved or ought to be achieved by persons using the system (quality control and training)
- In the interests of national security
- Ascertaining compliance with regulatory or self-regulatory practices or procedures
- Ensuring the effective operation of the system.

Any monitoring will be undertaken in accordance with the above act and the Human Rights Act and any other applicable law.

#### **4.18 Access to locations where personal data is stored and processed**

NHS England and NHS Improvement have documented physical access control policies and procedures in place for all restricted areas. We maintain a system of employee identification, verification and authorisation and generate security passes for sites and restricted areas.

Additionally, building pass management is undertaken by the Estates Management function, provided by the estate and facilities provider (e.g. DHSC).

Visitor sign-in registers are used in conjunction with temporary access passes to control access for non-employees to sites. Security guards are present at all sites. Key sensitive areas have additional coded locks or swipe card access restrictions, such as the server and communications rooms.

#### **4.19 Accreditation of Information Systems**

The organisation shall ensure that all information systems, applications and networks include a System Level Security Policy (SLSP) and are approved by the Head of IT and/or Corporate IT Senior Manager after technical review at the Information Security Management System (ISMS) group meeting before they commence operation. All SLSPs should also be reviewed by Corporate IG should the system process personal data.

#### **4.20 Systems Change Control**

Changes to information systems, applications or networks shall be reviewed and submitted to the Change Advisory Board (CAB) for approval prior to change. In certain circumstances minor or routine changes may be approved by a senior manager after consulting with stakeholders and for urgent emergency changes.

#### **4.21 Business Continuity and Disaster Recovery Plans**

The organisation will implement a business continuity management system (BCMS) that will be aligned to the international standard of best practice (ISO 22301:2012 – Societal security – Business continuity management systems - Requirements).

Business Impact Analyses will be undertaken in all areas of the organisation. Business continuity plans will be put into place to ensure the continuity of prioritised activities in the event of a significant or major incident.

The SIRO has a responsibility to ensure that appropriate disaster recovery plans are in place for all priority applications, systems and networks and that these plans are reviewed and tested on a regular basis.

#### **4.22 Risk and audit-based approach**

All information assets must be risk assessed and identified risks recorded in the relevant IT/IG risk register, and escalated to the corporate risk register where required, with management approval. Action plans will subsequently be put in place to mitigate the identified risks. Any implemented information security arrangements will be reviewed on a regular basis by the risk owner, following up with spot checks by the Information Governance Assurance and Planning Team.

NHS England and NHS Improvement will ensure that adequate audit provision is in place to ensure continuing effectiveness of information security management arrangements.

Any security measures must be viewed as necessary protection against a risk of an event occurring, or to reduce the impact of such an incident. Some of these events may be deliberate acts of damage and others may be accidental. Nevertheless, a range of security measures can be deployed to address:



- The threat of something damaging the confidentiality, integrity or availability of information held on systems or manual records;
- The impact that such a threat would have if it occurred;
- The likelihood of such a threat occurring.

Additional audits shall be carried out in line with organisational requirements for assurance of security controls, data protection and time to time directives.

Annual audits shall be listed in the information security audit planner. This includes annual penetration testing of all the NHS England and NHS Improvement internet facing URLs and IP ranges.

## **4.23 Data and Information backup**

The organisation will ensure that data located on network servers is backed up in accordance with the approved network back-up procedure. The backup or restore procedures for all systems will include performing backups to a defined schedule for example, every 24 hours, at the end of each work period.

Such information is to be stored off-site as required to minimise the loss of information destroyed as a result of local building or system damage. Backups are to be checked and assessed for integrity on a regular basis

### **4.23.1 Security and storage of backups**

All backup media will be securely stored, accounted for and will only be available to authorised persons. Where long term storage is required for regulatory or legislative compliance, care should be taken to ensure that the media on which the data is held will not become obsolete or degraded during the storage period.

### **4.23.2 Data Retention**

NHS England and NHS Improvement holds and processes a significant amount of data of various types. These different data types additionally have different retention periods which are detailed in the [Corporate Records Retention Schedule](#).

Records should be reviewed regularly in order to ensure that retention guidelines are being adhered to. If staff have any queries, they should contact [england.ig-corporate@nhs.net](mailto:england.ig-corporate@nhs.net).

## **4.24 Human Resource Security**

NHS England and NHS Improvement will ensure that employees and third-party users understand their responsibilities and they're system access is suitable for the roles they have been appointed to. Security responsibilities shall form part of their contract and induction.

All candidates shall be screened in relation to the sensitivity of their considered role. For the duration of their contract all HR disciplinary processes shall be applied to cases of employees committing serious security breaches.

Upon termination of employment, contract or agreement, all employees are required to return all information assets in their possession back to NHS England and NHS Improvement as per the Leaver's Policy. Additionally the access rights of all employees, contractors and third-party users to information and information processing facilities will be removed on termination of employment, contract or agreement, or adjusted as necessary on change of role.

## **4.25 Security of external parties**

NHS England and NHS Improvement will assign access to third party organisations based on a risk assessment. This will ensure that access is only granted where there is a genuine, authorised business need. The security of NHS England and NHS Improvement assets may be put at risk by third parties if they do not have the correct security controls in place. The risk assessment shall aim to identify such risks and mitigate against them.

### **4.25.1 Third party contracts**

All third party contracts must be reviewed and the necessary information governance and information security requirements must reflect their acceptance of the Information Security Policy. Where third party service delivery is used to provide operational services to NHS England and NHS Improvement, security controls, service definitions and delivery levels should be specified in the relevant contracts and agreements. Services, reports and records from the third-party supplier should be regularly reviewed and monitored by the relevant lead/procuring manager supported by the Corporate IG team.

Audits of the services provided should be planned and conducted where practical and possible. The right to monitor, audit and revoke user access and third-party access as a whole is included in the contract clauses. Clauses to ensure the return and/or destruction of any NHS England or NHS Improvement information at the end of the contract must be present in addition to acceptance of any other NHS England and NHS Improvement policies and procedures relevant to the contract.

## **4.26 Information Disposal**

Any equipment which holds, stores or processes data for NHS England or NHS Improvement will be securely cleared or destroyed at the end of its functional life. Sensitive data, licensed software and other material will be securely erased or overwritten prior to releasing equipment for re-use or disposal. Computer assets must be disposed of in accordance with the IT asset disposal procedure and a Record of Disposal Certificate must be issued by the contracted disposal company.

All data storage devices must be purged of personal or commercially sensitive data before disposable. Where this is not possible, the equipment or media must be destroyed by a technical waste service provider.

Printed matter containing sensitive information should be destroyed using an appropriate method, such as shredding or using confidential waste bins.

Working remotely, staff should ensure they dispose of such data in as secure a manner as possible. If you do have a shredder available then best effort must be done to manually shred the documents to as small pieces as possible as you would your own personal information.

#### **4.27 Training & Awareness**

Training is mandatory and all staff are required to complete annual on-line IG training via the ESR system which includes data security and protection modules.

All guidance, policy, and awareness related documentation shall be available to all staff on the joint intranet for easy access and reference. Staff can also contact the information security team with any queries they may have at any time at [england.itsecurity@nhs.net](mailto:england.itsecurity@nhs.net).

#### **4.28 IG requirements for New Processes, Services, Information Systems and Assets**

The IG requirements for New Processes, Services, Information Systems and Assets procedure must be complied with when:

- A new process is to be established that involves processing of personal data (data relating to individuals);
- Changes are to be made to an existing process that involves the processing of personal data;
- Procuring a new information system which processes personal data, or the licensing of a third-party system that hosts and or processes personal data;
- Introducing any new technology that uses or processes personal data in any way.

#### **4.29 Using your own device (UYOD)**

Please refer to the "Using your Own Device" policy.

### **5. Impact Assessments**

#### **5.1 Policy Impact Assessment**

As part of the development of this policy, its impact on the business has been assessed; no detrimental issues were identified.

#### **5.2 Equality and Health Inequality Analysis**

As part of the development of this policy, its impact on equality has been analysed and no detriment identified.

## **6. Associated Documentation**

The following documents will provide additional information:

- Acceptable Use of ICT and User Obligations
- Bring your Own Device Policy
- Confidentiality Policy
- Document and Records Management Policy
- Data Protection Policy
- Freedom of Information Policy
- Information Governance Policy
- Information Sharing Policy

## **7. References – legislation**

- The Data Protection Act (2018)
- The General Data Protection Regulation
- The Copyright, Designs and Patents Act (1988)
- The Computer Misuse Act (1990)
- The Health and Safety at Work Act (1974)
- Human Rights Act (1998)
- Regulation of Investigatory Powers Act (2000)
- Freedom of Information Act (2000)
- Health & Social Care Act (2012)

**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 10**

**EXIT MANAGEMENT**

**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Call-Off Schedule 10 (Exit Management)**

**1. NOT USED**

**2. SUPPLIER MUST ALWAYS BE PREPARED FOR CONTRACT EXIT**

- 2.1. The Buyer and the Supplier shall comply with the applicable exit management requirements set out in this Call-Off Schedule and in Call-Off Schedule 20 (Call-Off Specification) and with any current Exit Plan.
- 2.2. The Supplier shall not, without the Buyer's (being, for the purposes of this Paragraph 2.2, NHS Commissioning Board only) Approval, encumber any Supplier Assets in any way which would require the consent of a third party to the exercise by the Buyer of its rights under this Call-Off Schedule or which would in some other way restrict the exercise by the Buyer of its rights under this Call-Off Schedule. For the purposes of this Paragraph 2.2 "encumber" does not include any leasing agreement but shall include any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, security, interest, any other security agreement or arrangement (except for a floating charge attaching generally to the assets and undertaking of the Supplier which has not crystallised) or which otherwise restricts the Supplier's ability to use and deal with the relevant Supplier Asset.
- 2.3. The Supplier provided the Buyer (being NHS Commissioning Board only) with a copy of its depreciation policy before the Call-Off Start Date to be used for the purposes of calculating Net Book Value.
- 2.4. During the Call-Off Contract Period, the Supplier shall during the period prior to the System Test Milestone create and thereafter maintain a detailed register containing:
  - 2.4.1. all Supplier Assets including:
    - 2.4.1.1. a description, including their make, model asset, serial number, condition and location; and
    - 2.4.1.2. details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value;
  - 2.4.2. Sub-Contracts and other relevant agreements (including Software licences, maintenance and support agreements and equipment rental, hire and lease agreements) required for the performance of the Deliverables insofar as they relate to Exclusive Assets and Non-Exclusive Assets; and

OFFICIAL

**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 2.4.3. create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables (excluding the Core Network). Such configuration database shall be of sufficient detail to permit the Supplier and/or any Replacement Supplier(s) to understand how the Supplier provides the Deliverables and to enable the smooth transition of the Deliverables with minimum disruption,  
  
(together the "**Registers**"). If required by the Buyer (being NHS Commissioning Board only), such Registers shall also include details of any Buyer Assets.
- 2.5. The Supplier shall maintain the Registers in such format as is agreed in writing between the Parties and shall update the Registers from time to time and in particular if Supplier Assets, Sub-Contracts or other relevant agreements are added to or removed from the Deliverables. During the ordinary course of the Call-Off Contract Period the Supplier shall provide the Registers in spreadsheet format to the Buyer (being NHS Commissioning Board only) within five (5) Working Days of the Buyer's request.
- 2.6. The Supplier shall:
  - 2.6.1. ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
  - 2.6.2. procure that all licences for Third Party Software, and all Sub-Contracts, in relation to Exclusive and Non-Exclusive Assets shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

**Exit Management Function**

- 2.7. Pursuant to Paragraph 3.1 of Call-Off Schedule 15 (Call-Off Contract Management) each of the Supplier and the Buyer shall appoint a Contract Manager for the purposes of this Call-Off Contract through whom the provision of the Exit Management Function shall be managed day-to-day. The Exit Management Function shall ensure the Supplier's and the Buyer's compliance with each Party's obligations in respect of readiness for exit at any time.

OFFICIAL



**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 2.8. The Exit Management Function shall provide for the appointment of an Exit Manager for each Party. The Exit Managers shall be appointed in respect of each Termination Assistance Notice ("**Exit Manager(s)**").
- 2.9. Each Party shall provide written notification of the appointment of the Exit Manager(s) as soon as reasonably practicable and in any event not more than one (1) Month from the service of the Termination Assistance Notice (or such other time as required by the Buyer).
- 2.10. The individual appointed to the Supplier's Exit Management Function and the Supplier's Exit Manager shall:
  - 2.10.1. once appointed, be one of the Key Staff and shall report to the Supplier Review Board in accordance with Paragraph 7.2.5.2 of Call-Off Schedule 15 (Call-Off Contract Management); and
  - 2.10.2. be responsible for ensuring that the Supplier and its employees, agents and Subcontractors comply with this Call-Off Schedule.
- 2.11. The Supplier shall ensure that the individual appointed to the Supplier's Exit Management Function and the Supplier's Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Call-Off Schedule.
- 2.12. The Parties' respective individuals appointed to the Exit Management Function and Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination (however arising) of this Call-Off Contract (or relevant part of it) and all matters connected with this Call-Off Schedule and each Party's compliance with it.
- 2.13. Should the individuals appointed to the Exit Management Function or the Exit Managers (as applicable) fail to resolve any issues they shall escalate such issues and such issues shall be resolved in accordance with Call-Off Schedule 36 (Dispute Resolution).

**Cluster Members and exit**

- 2.14. Lot A Services
  - 2.14.1. The Buyer (being NHS Commissioning Board) shall procure that each Cluster Member shall appoint an Exit Management Function in accordance with Paragraph 2.7 above. Cluster Members shall not, however, be required to appoint an Exit Manager in connection with any applicable Termination Assistance Notice. The Buyer (being NHS Commissioning Board) shall perform the role of the Exit Manager. The

OFFICIAL

**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

provisions of Paragraphs 2.10 to 2.13 above shall apply to the Cluster Member's Exit Management Function.

- 2.14.2. Any and all Approval required from the Buyer in respect of any Exit Plans shall require the approval of the NHS Commissioning Board only and not, unless otherwise specified by the NHS Commissioning Board, any Cluster Member.
- 2.14.3. Termination Assistance shall be at the request of the NHS Commissioning Board only. The Supplier shall provide such assistance for the benefit of the NHS Commissioning Board and each applicable Cluster Member. All such Termination Assistance shall be provided pursuant to Paragraph 5 of this Call-Off Schedule.

**3. ASSISTING RE-COMPETITION FOR DELIVERABLES**

- 3.1. Subject to Paragraph 3.2 below, the Supplier shall, on reasonable notice, provide to the Buyer (which for the purposes of this Paragraph 3 shall be the NHS Commissioning Board only) and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings) the material and information set out in this Paragraph 3.1 in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence. Such information and material shall include, but not be limited to:
  - 3.1.1. details of the Service(s);
  - 3.1.2. copies of the Registers updated by the Supplier up to the date of delivery of such Registers;
  - 3.1.3. details of and information relating to the use of the Supplier Assets (including technical specifications) to the extent not set out in the Registers;
  - 3.1.4. details of key terms of any third-party contracts and licences, particularly as regards charges, termination, assignment and novation;
  - 3.1.5. a list of on-going and/or threatened Disputes and multi-party Disputes in relation to the provision of the Services;
  - 3.1.6. an inventory of Buyer Assets, Buyer Data (as part of the Data Dictionary) and Buyer's Confidential Information in the Supplier's possession or control;

OFFICIAL

**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 3.1.7. all information and documentation referred to in Annex 1 to this Call-Off Schedule;
- 3.1.8. an inventory of all mapping of routing structures, logic, scripting and announcements, NLP Dictionary scripts, ACD (automated call distribution) scripts, methodologies, assessment algorithms, decision trees and other clinical content as may reasonably be required by the Buyer pursuant to this Paragraph 3.1 and all associated information relating thereto;
- 3.1.9. all information relating to the Supplier's Provisional Supplier Personnel List and Supplier's Final Supplier Personnel List required to be provided by the Supplier under this Call-Off Contract; and
- 3.1.10. a complete and accurate copy of the data comprised within the Routing Database and associated schema in such format as the Buyer shall specify, together with updates of the same from time to time as requested by the Buyer at any time before expiry or termination of the Call-Off Contract Period,  
  
(together, the "**Exit Information**").
- 3.2. The Supplier shall not be required to comply with the provisions of Paragraph 3.1 above before service of a Termination Notice or in the period which is more than eighteen (18) Months (or such other period as the Parties agree in writing) before the expiry of the Call-Off Contract Period.
- 3.3. The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs or their trade secrets) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.4. The Supplier shall:
  - 3.4.1. notify the Buyer within ten (10) Working Days of any material change to the Exit Information (excluding the Core Network) which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes); and
  - 3.4.2. provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the Buyer.

OFFICIAL

**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 3.5. The Supplier may charge the Buyer for its reasonable and pre-agreed additional costs to the extent the Buyer requests more than five (5) updates requested pursuant to Paragraph 3.4.2 in any three (3) Month period (or such other number and period as the Parties agree in writing). All such additional costs shall, unless otherwise agreed, be calculated on the basis of the Rate Card.
- 3.6. The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable third parties to prepare an informed offer for those Deliverables (excluding the Core Network); and not be disadvantaged in any procurement process compared to the Supplier.

**4. EXIT PLAN**

- 4.1. The Supplier shall, within three (3) Months after the Call-Off Start Date, deliver to the Buyer (being the NHS Commissioning Board) an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Call-Off Schedule and is otherwise reasonably satisfactory to the Buyer. The Supplier shall deliver one overall Exit Plan and such plan shall include (either in the same Exit Plan or as appendices to the overall Exit Plan) exit provisions for each Cluster Member at the Call-Off Start Date as applicable. Each applicable appendix relating to an individual Cluster Member shall require the Buyer, i.e. NHS Commissioning Board to consult with applicable Cluster Members and to Approve the contents therein pursuant to this Paragraph 4 of this Call-Off Schedule. Each subsequent take-on of a Cluster Member pursuant to the provisions of Paragraphs 3.3 and 3.4 of Call-Off Schedule 12 (Clustering) shall require the Supplier to update and/or prepare (as applicable) content for the Exit Plan in respect of such Cluster Member.
- 4.2. Each of the Buyer (being the NHS Commissioning Board) and the Supplier shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with Call-Off Schedule 36 (Dispute Resolution).
- 4.3. The Exit Plan shall include:
  - 4.3.1. on a separate and identifiable basis details of exit planning for the Buyer and each Cluster Member (as applicable);
  - 4.3.2. a detailed description of both the transfer and cessation processes, including a timetable;
  - 4.3.3. how the Deliverables (excluding the Core Network) will transfer to the Replacement Supplier and/or any Buyer and /or each Cluster Member (as applicable), including details of

OFFICIAL

**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

the processes, documentation, data transfer, systems migration, security and the segregation of the Buyer's and/or each Cluster Member's (as applicable) technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable);

- 4.3.4. details of any contracts which will be available for transfer to any Buyer and/or each Cluster Member (as applicable) and/or the Replacement Supplier upon the Call-Off End Date together with any reasonable costs required to effect such transfer;
- 4.3.5. proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Call-Off End Date;
- 4.3.6. proposals for providing each applicable Buyer and/or each Cluster Member (as applicable) or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 4.3.7. proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 4.3.8. proposals for the identification and return of all Buyer Assets in the possession of and/or control of the Supplier or any third party;
- 4.3.9. proposals for the disposal of any redundant Deliverables and materials;
- 4.3.10. proposals for the return of all information, assets, materials and documentation set out in any inventory included within the Exit Information (including the Data Dictionary);
- 4.3.11. how the Supplier shall address each of the issues set out in this Call-Off Schedule to facilitate the transition of Deliverables from the Supplier to any Replacement Supplier(s) and/or any Buyer and/or each Cluster Member (as applicable) with the aim of ensuring there is no disruption to or degradation of the Deliverables during the Termination Assistance Period;
- 4.3.12. how the Supplier will ensure that all Supplier Assets will be decommissioned and removed from the Buyer Premises (unless otherwise required by any Buyer);

OFFICIAL

**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 4.3.13. a menu of services which the Supplier shall be prepared and able to provide to any Buyer and/or each Cluster Member (as applicable), and/or any Replacement Supplier(s) (as any Buyer may specify) during the Termination Assistance Period;
  - 4.3.14. proposals by the Buyer and the Supplier for the duration of the Data Retention Period, and the return and retention of Personal Data following the Data Retention Period, as more particularly described in sub-paragraph 1.6.6.2 of Call-Off Schedule 33 (Processing Data), including any related terms set out in any Change Authorisation Note; and
  - 4.3.15. any other information or assistance reasonably required by any Buyer and/or each Cluster Member (as applicable) or a Replacement Supplier.
- 4.4. In addition, and without prejudice to any obligations placed on the Supplier in the Service Requirements in relation to exit, the Exit Plan shall:
- 4.4.1. be adaptable and flexible in relation to a Partial Termination;
  - 4.4.2. be adaptable and flexible and accommodate individual exits at different times;
  - 4.4.3. specify the scope of the Termination Assistance that may be required for the benefit of each Buyer and/or each Cluster Member (as applicable) and any charges that would be payable for the provision of such Termination Assistance (calculated in accordance with Paragraph 6 of Call-Off Schedule 5 (Pricing Details)) and detail how such Termination Assistance would be provided (if required) during the Termination Assistance Period;
  - 4.4.4. set out procedures to deal with requests made by any Buyer and/or any Replacement Supplier(s) for Staffing Information pursuant to Call-Off Schedule 2 (Staff Transfer);
  - 4.4.5. identify critical issues for providing the Termination Assistance including Key Milestones and including any applicable payment milestones;
  - 4.4.6. wherever applicable, take into account the need to involve, coordinate with and cooperate with Other Suppliers;
  - 4.4.7. set out the management structure to be put in place and employed by the Supplier during the Termination Assistance Period including the management of Other Suppliers; and

OFFICIAL

**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 4.4.8. set out how the requirements of Clause 39.2 of the Call-Off Contract (as inserted by Annex 1 of the Order Form) will be met and managed.
- 4.5. The Supplier shall:
  - 4.5.1. maintain and update the Exit Plan (and risk management plan) no less frequently than:
    - 4.5.1.1. every six (6) Months (or such other period as the Parties agreed in writing) throughout the Call-Off Contract Period; and
    - 4.5.1.2. no later than twenty (20) Working Days after a request from the Buyer (being the NHS Commissioning Board only) for an up-to-date copy of the Exit Plan;
    - 4.5.1.3. as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice; and
    - 4.5.1.4. as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all Changes under the Change Control Procedure);
  - 4.5.2. jointly review with the Buyer (being the NHS Commissioning Board only) and verify the Exit Plan if required by the Buyer and promptly correct any identified failures; and
  - 4.5.3. not more than seven (7) Months and no less than six (6) Months before the expiry of this Call-Off Contract submit for the Buyer's (being the NHS Commissioning Board only) Approval the Exit Plan in a final form that could be implemented immediately.
- 4.6. If the Buyer (being the NHS Commissioning Board only) and the Supplier are unable to agree the contents of the revised Exit Plan within any period referred to in Paragraph 4.5.1 above, such Dispute shall be resolved in accordance with the Expedited Dispute Timetable.
- 4.7. Only if (by notification to the Supplier in writing) the Buyer (being the NHS Commissioning Board only) agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.5 (as the context requires), shall that draft become the Exit Plan for this Call-Off Contract.

OFFICIAL

**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 4.8. A version of an Exit Plan agreed between the Parties shall not be superseded by any draft submitted by the Supplier.

**5. TERMINATION ASSISTANCE**

- 5.1. At any time during the Call-Off Contract Period, the Buyer shall be entitled to require the provision of Termination Assistance, including in relation to an expiry, termination or the removal of Services (all or part thereof, including expiry, termination or removal of any Services provided to a Cluster Member) from the scope of this Call-Off Contract by giving written notice to the Supplier (a “**Termination Assistance Notice**”). Such Termination Assistance Notice shall be provided by the Buyer:

**5.1.1. Expiry or termination**

- 5.1.1.1. at least four (4) Months prior to the Call-Off End Date in relation to the relevant expiry or termination, as applicable; or
- 5.1.1.2. if the date of termination identified in the Termination Notice is less than four (4) Months from the date the Termination Notice is issued:
- (i) in the Termination Notice; or
  - (ii) as soon as reasonably practicable (but in any event, not later than one (1) Month) after the date the Termination Notice has been issued,

**5.1.2. Removal of any Services**

- 5.1.2.1. at least four (4) Months prior to the date of removal of the relevant Services; or
- 5.1.2.2. if the date of removal of any Services is less than four (4) Months from the Removal Notice Date:
- (i) in the Change Request; or
  - (ii) as soon as reasonably practicable at any time after the Removal Notice Date,

For the purposes of this Paragraph 5.1.2 and without prejudice to the Change Control Procedure, references to “**Removal Notice Date**” shall be the date the Buyer provides written notice to the Supplier that it wishes to remove Services.

OFFICIAL



**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 5.2. The Termination Assistance Notice shall specify:
- 5.2.1. the nature of the Termination Assistance required;
  - 5.2.2. the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables; and
  - 5.2.3. whether the Buyer requires any additional services to assist with exit beyond what is required by this Call-Off Schedule, which may be chargeable by the Supplier subject to the provisions of Paragraph 5.6 below.
- 5.3. The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire.
- 5.4. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.5. If the Buyer issues a Termination Notice under this Call-Off Contract it shall be entitled to cancel the Termination Notice or expiry date of the Call-Off Contract Period or the then existing Call-Off Contract Period, as applicable, and, in such circumstance, the Call-Off Contract or support services, as applicable, shall continue and apply as if the Termination Notice or expiry, as applicable, had never been issued by the Buyer or had never taken place, as applicable. The Supplier accepts that failure to comply with this Paragraph 5.5 in the event of a Health Emergency shall amount to a material Default and the Buyer shall have a right to urgently seek injunctive relief against the Supplier in order to remedy such Default.
- 5.6. Where the Buyer indicates in a Termination Assistance Notice that it requires any additional services to assist with exit in accordance with Paragraph 5.2.3, the Supplier shall provide to the Buyer within ten (10) Working Days of receipt of such Termination Assistance Notice a quotation in the form of an itemised list of costs (in line with the Day Rates specified in Call-Off Schedule 5 (Pricing Details)) for each line of the additional services that the Buyer requires. Such quotation shall be valid for a minimum of 30 calendar days. The Buyer shall confirm to the Supplier, within a reasonable timeframe, which of those itemised services it requires and the Supplier shall provide those services as

OFFICIAL

**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

part of the Termination Assistance at the Charges provided in the quotation.

- 5.7. In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4 above, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Call-Off Schedule and the last Buyer Approved version of the Exit Plan (insofar as it still applies).
- 5.8. The Supplier acknowledges that this Call-Off Contract may be terminated in whole or in part and that, where it is terminated in part, Termination Assistance shall be needed in respect of each termination (however arising).

**6. TERMINATION ASSISTANCE PERIOD**

- 6.1. Throughout the Termination Assistance Period the Supplier shall:
  - 6.1.1. continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Call-Off Contract and, if required by the Buyer, provide the Termination Assistance;
  - 6.1.2. provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
  - 6.1.3. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
  - 6.1.4. subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Call-Off Contract;
  - 6.1.5. at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
  - 6.1.6. seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation and removal of Supplier Assets is required; and
  - 6.1.7. subject to Paragraph 6.3, continue to pay Service Credits for failure to meet the Service Level Thresholds.

OFFICIAL

**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 6.2. If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.3 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Assistance or the Exit Plan shall be subject to the Change Control Procedure.
- 6.3. During the Termination Assistance Period, the Supplier shall be required to continue to meet or exceed the Service Level Thresholds and the Maximum Incident Resolution Times. If the Supplier demonstrates to the Buyer's (being NHS Commissioning Board only) reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Buyer shall take any such adverse effect into account when reviewing the Supplier's performance against the Service Levels and/or applicable Service Credits payable.
- 6.4. Nothing in Paragraph 6.3 above shall compel or oblige the Buyer to agree to vary any Service Levels as proposed by the Supplier.

**7. OBLIGATIONS WHEN THE CONTRACT IS TERMINATED**

- 7.1. The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2. Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
- 7.2.1. vacate any Buyer Premises;
  - 7.2.2. where applicable, decommission and remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
  - 7.2.3. at the Buyer's direction and subject to Paragraph 7.2.7.2 below:
    - 7.2.3.1. return all Buyer Data to the Buyer in accordance with relevant Buyer bulk data transportation guidelines and the timeframes specified in Call-Off Schedule 33 (Processing Data); and

OFFICIAL

**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 7.2.3.2. once confirmed by the Buyer, irretrievably delete such Buyer Data (including any copies);
  - 7.2.4. keep and maintain full and accurate records in accordance with Clause 6.2 (Record keeping and reporting);
  - 7.2.5. continue to ensure the confidentiality of all Confidential Information within its possession or control in accordance with Clause 15 (What you must keep confidential);
  - 7.2.6. continue to be under an obligation to co-operate with the Buyer under Clause 16 (When you can share information);
  - 7.2.7. provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
    - 7.2.7.1. such information relating to the Deliverables as remains in the possession or control of the Supplier; and
    - 7.2.7.2. such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access;
  - 7.2.8. if required by the Buyer, continue to store and allow the Buyer access to voice recording data pursuant to the Exit Catalogue as detailed in Annex 7 (Catalogue) of Call-Off Schedule 5 (Pricing Details) in accordance with the timeframes specified in Paragraph 1.6.5 of Call-Off Schedule 33 (Processing Data);
  - 7.2.9. grant to the Buyer on a non-exclusive, perpetual, royalty-free basis (or on such other terms that the Buyer may agree) a licence or other authorisations required by it to any Software or materials required by the Buyer to enable it to access and/or use any Buyer Data including for the avoidance of doubt any voice recording data that will continue to be stored by the Supplier after the Call-Off End Date in accordance with Paragraph 7.2.8 above; and
  - 7.2.10. provide to the Buyer up-to-date Registers.
- 7.3. Except where this Call-Off Contract provides otherwise, including in any Exit Plan or pursuant to Paragraph 7.2.7.2 and 7.2.9 above, all

OFFICIAL

**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

- 7.4. Where there is any Dispute between the Parties regarding the manner in which the Termination Assistance is to be performed, such Dispute shall be resolved in accordance with the Expedited Dispute Timetable.

**8. ASSETS, SUB-CONTRACTS AND SOFTWARE**

- 8.1. In this Paragraph 8 all references to the Buyer shall be to the NHS Commissioning Board only unless otherwise stated.

- 8.2. Following notice of termination of this Call-Off Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior Approval:

8.2.1. terminate, enter into or vary any Sub-Contract insofar as it relates to Exclusive Assets and Non-Exclusive Assets; or

8.2.2. (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets; or

8.2.3. terminate, enter into or vary any licence for any Software in connection with the Deliverables excluding the Core Network.

- 8.3. Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.3.1. which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer, any applicable Cluster Member and/or the Replacement Supplier ("**Transferring Assets**");

8.3.2. which, if any, of:

8.3.2.1. the Exclusive Assets that are not Transferable Assets; and

8.3.2.2. the Non-Exclusive Assets,

the Buyer, any applicable Cluster Member and/or the Replacement Supplier requires the continued use of; and

8.3.3. which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer, any applicable Cluster Member and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer, any

OFFICIAL

**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

applicable Cluster Member and/or its Replacement Supplier to provide the Deliverables excluding the Core Network from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide:

8.3.3.1. the Deliverables (excluding the Core Network);  
or

8.3.3.2. the Replacement Goods and/or Replacement Services (excluding the Core Network).

- 8.4. With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer, and/or any applicable Cluster Member and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.5. Risk in the Transferring Assets shall pass to the Buyer, any applicable Cluster Member or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period (or such other period as set out in the Exit Plan) and title shall pass on payment for them. The Supplier shall provide any passwords and/or bitlocker codes required in order to access any of the Transferring Assets prior to end of the Termination Assistance Period.
- 8.6. Where the Buyer, any applicable Cluster Member and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.6.1. procure a non-exclusive, perpetual, royalty-free licence (or a licence on such other terms that the Buyer may agree) for the Buyer any applicable Cluster Member and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- 8.6.2. procure a suitable alternative to such assets, the Buyer, any applicable Cluster Member or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.7. The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer, any applicable Cluster Member and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

OFFICIAL

**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

8.8. The Buyer (or any Cluster Member as applicable) shall:

8.8.1. accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.8.2. once a Transferring Contract is novated or assigned to the Buyer, any applicable Cluster Member and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, use its reasonable endeavours to procure that the applicable Cluster Member or Replacement Supplier does the same.

8.9. The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer, any applicable Cluster Member and/or the Replacement Supplier has taken place.

8.10. The Supplier shall indemnify the Buyer (and/or any applicable Cluster Member and/or the Replacement Supplier, as applicable) against Losses arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.7 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.10 which is intended to be enforceable by third party beneficiaries by virtue of the CRTPA.

**9. NO CHARGES**

9.1. All Charges in respect of Termination Assistance shall be calculated in accordance with Call-Off Schedule 5 (Pricing Details). Save as otherwise stated in Call-Off Schedule 5 (Pricing Details) and this Call-Off Schedule, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Call-Off Schedule.

9.2. Where any Charges for Termination Assistance under this Call-Off Contract are calculated on the basis of an estimate and the scope or timing of the Termination Assistance is changed resulting in a change to the costs of such Termination Assistance, the estimate may only be varied in accordance with Call-Off Schedule 24 (Change Control Procedure).

**10. DIVIDING THE BILLS**

10.1. All outgoings, expenses (including any remuneration due), rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned

OFFICIAL

**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

between the Buyer, and/or any applicable Cluster Member and/or the Replacement Supplier and the Supplier as follows (unless otherwise agreed in the Exit Plan):

- 10.1.1. the amounts shall be annualised and divided by 365 to reach a daily rate;
- 10.1.2. the Buyer, any Cluster Member or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
- 10.1.3. the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

**11. IN-PROGRESS PROJECTS**

11.1. Following the commencement of any Termination Assistance Period, the Supplier shall review all outstanding offers to provide additional services initiated pursuant to Call-Off Schedule 24 (Change Control Procedure) and identify the current status, benefits, costs and risks involved for each. The Buyer (being the NHS Commissioning Board only) and the Supplier shall review each such outstanding offer and (subject to the other provisions of this Call-Off Schedule) agree for each one whether:

- 11.1.1. the offer shall be accepted by the Buyer; or
- 11.1.2. further work shall be undertaken by the Supplier in respect of the offer up to an agreed Milestone Date or up to an agreed checkpoint in respect of such offer.

11.2. Alternatively, the Buyer (being the NHS Commissioning Board only) may decide that no further work shall be undertaken by the Supplier in respect of the offer, in which event the Supplier shall document the status of the offer and recommend a reasonable exit and hand-over strategy for that offer.

**12. TERMINATION NOTICES**

12.1. Unless the Buyer (being the NHS Commissioning Board only) otherwise requires, during the time between service of a Termination Notice and such termination or exercise taking effect, the Supplier shall take all steps which are necessary and consistent with its continuing obligations, to mitigate any Losses which the Supplier may incur as a result of the termination, including to:

- 12.1.1. cancel all capital and recurring cost commitments in connection with any affected Implementation Plan and/or the

OFFICIAL



**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

provision of any affected Services on the most cost-effective terms;

- 12.1.2. terminate all relevant contracts or the relevant parts of relevant contracts with its Subcontractors in connection with the provision of the affected Services on the most favourable terms as can be achieved in the particular circumstances, having first ascertained from the Buyer whether such contracts are required to be transferred to the Buyer, any Cluster Member or Replacement Supplier instead;
- 12.1.3. reduce labour costs by the redeployment or release of Supplier Staff other than Key Staff to the extent possible in the circumstances; and
- 12.1.4. apply any insurance monies available to the reduction of any unavoidable costs remaining in respect of the required actions in Paragraphs 12.1.1 to 12.1.3 (inclusive).

**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **ANNEX 1: TERMINATION ASSISTANCE**

### **1. GENERAL**

1.1. The Termination Assistance shall include such of the following services as the Buyer may specify together with the knowledge transfer services set out in Paragraph 2 of this Annex 1:

- 1.1.1. ceasing all non-critical Software changes (by Approval from the Buyer);
- 1.1.2. notifying the Subcontractors in writing of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
- 1.1.3. providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Buyer and/or any Replacement Supplier(s) after the end of the Termination Assistance Period;
- 1.1.4. delivering to the Buyer the existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation and status reports all relating to the twelve (12) Month period (or such other period as the Parties agree in writing) immediately prior to the commencement of the Termination Assistance);
- 1.1.5. providing details of work volumes and staffing requirements over the twelve (12) Month period (or such other period as the Parties agree in writing) immediately prior to the commencement of the Termination Assistance;
- 1.1.6. with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during transition;
- 1.1.7. providing the Buyer with any problem logs which have not previously been provided to the Buyer;
- 1.1.8. providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Services and re-writing and implementing these during and for a period of twelve (12) Months (or such other period as the Parties agree in writing) after the Termination Assistance Period;

OFFICIAL

**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 1.1.9. providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services and re- writing and implementing these such that they are appropriate for the continuation of the Services after the Termination Assistance Period;
- 1.1.10. reviewing all Software libraries used in connection with the Services and providing details of these to the Buyer and/or any Replacement Supplier(s) (if any);
- 1.1.11. making available to the Buyer and/or any Replacement Supplier(s) expertise to analyse training requirements and provide all necessary training for the use of tools by such staff as are nominated by the Buyer (acting reasonably) at the time of termination (however arising) or expiry of this Call-Off Contract (or relevant part of it). A documented plan is to be separately provided for this activity and agreed in writing with the Buyer at the time of termination (however arising) or expiry of this Call-Off Contract (or relevant part of it);
- 1.1.12. analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas;
- 1.1.13. generating a computer listing of the Source Code of all Existing IPRs and New IPRs in a form and on media reasonably requested by the Buyer;
- 1.1.14. agreeing with the Buyer a handover plan for all ICT security (logical and physical) matters and a security management control procedures manual. The Supplier shall cooperate fully in the execution of the agreed plan, providing skills and expertise of a suitable standard;
- 1.1.15. delivering copies of the production databases (with content listings) to the Buyer's and/or any Replacement Supplier's operations staff (on appropriate media) as reasonably requested by the Buyer;
- 1.1.16. assisting with the loading, testing and implementation of the production databases;
- 1.1.17. assisting in the execution of a parallel operation until the effective date of expiry or termination (however arising) of this Call-Off Contract (or relevant part of it);
- 1.1.18. in respect of the maintenance and support of the Supplier System, providing historical performance data for the

OFFICIAL

**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

previous two (2) years (or such other period as the Parties agree in writing);

- 1.1.19. assisting in the execution of a parallel operation of the maintenance and support of the Supplier System until the end of the Termination Assistance Period or as otherwise specified by the Buyer (provided that these Services end on a date no later than the end of the Termination Assistance Period);
- 1.1.20. the provision of an information pack listing and describing the Services for use by the Buyer in the procurement of the Replacement Services;
- 1.1.21. promptly answering all reasonable questions from the Buyer and/or any Replacement Supplier(s) regarding the Services (or any part thereof); and
- 1.1.22. the provision of access to the Buyer and/or any Replacement Supplier(s) during the Termination Assistance Period and for a period not exceeding six (6) Months (or such other period as the Parties agree in writing) afterwards for the purpose of the smooth transfer of the Services to the Buyer and/or any Replacement Supplier(s):
  - 1.1.22.1. to information and documentation relating to the Services (including documents setting out the architecture and configuration of the Services) that is in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and shall procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
  - 1.1.22.2. following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Supplier or its Subcontractors.

**2. KNOWLEDGE TRANSFER**

2.1. During the Termination Assistance Period, the Supplier shall:

- 2.1.1. transfer all training material and provide appropriate training to those Buyer and/or Replacement Supplier(s) staff

OFFICIAL

**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- responsible for internal training in connection with the provision of the Services;
- 2.1.2. enable the Buyer and/or any Replacement Supplier(s) to shadow the relevant Supplier Personnel delivering the Services;
- 2.1.3. transfer to the Buyer and/or any Replacement Supplier(s) of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents; and
- 2.1.4. provide the Buyer and/or any Replacement Supplier(s) with access to such members of the Supplier Personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Supplier or its Subcontractors.
- 2.2. To facilitate the transfer of knowledge from the Supplier to the Buyer and/or any Replacement Supplier(s), the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other standards and procedures to the operations personnel of the Buyer and/or any Replacement Supplier(s).
- 2.3. The information which the Supplier shall provide to the Buyer and/or any Replacement Supplier(s) pursuant to Paragraph 2.2 of this Annex 1 shall include:
  - 2.3.1. copies of up-to-date procedures and operations manuals (including the Call-Off Operating Manual);
  - 2.3.2. all product information;
  - 2.3.3. all agreements with third party suppliers of goods and services which are to be transferred to the Buyer and/or any Replacement Supplier(s);
  - 2.3.4. key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Buyer and/or any Replacement Supplier(s) pursuant to this Call-Off Schedule;
  - 2.3.5. information regarding any unresolved faults in progress at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period;
  - 2.3.6. details of physical and logical security processes and tools which shall be available to the Buyer; and

OFFICIAL

**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

2.3.7. any relevant interface information.

2.4. During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and contractors) of any Replacement Supplier(s) and/or the Buyer access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:

2.4.1. any such agent or personnel having access to any Sites shall sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and

2.4.2. the Buyer and/or any Replacement Supplier(s) shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

**Call-Off Schedule 11 (Installation Works)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 11**

**INSTALLATION WORKS**

OFFICIAL

**Call-Off Schedule 11 (Installation Works)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board 2020

## **Call-Off Schedule 11 (Installation Works)**

### **1. WHEN THIS CALL-OFF SCHEDULE SHOULD BE USED**

- 1.1. This Call-Off Schedule is designed to provide additional provisions necessary to facilitate the provision of Deliverables requiring installation by the Supplier.
- 1.2. Where applicable, the Installation Works shall be provided by the Supplier:
  - 1.2.1. during the Implementation Period as part of the Supplier's implementation of the Detailed Implementation Plan; and
  - 1.2.2. at such other times during the Call-Off Contract Period where all or part of the Installation Works may be required.

### **2. HOW THINGS MUST BE INSTALLED**

- 2.1. Where the Supplier reasonably believes it has completed the Installation Works it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Supplier:
  - 2.1.1. accept the Installation Works, or
  - 2.1.2. reject the Installation Works and provide reasons to the Supplier if, in the Buyer's reasonable opinion, the Installation Works do not meet the requirements set out in the Call-Off Order Form (or elsewhere in this Call-Off Contract).
- 2.2. If the Buyer rejects the Installation Works in accordance with Paragraph 2.1.2 above, the Supplier shall immediately rectify or remedy any defects and if, in the Buyer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Call-Off Order Form (or elsewhere in this Call-Off Contract), the Buyer may terminate this Call-Off Contract for material Default.
- 2.3. The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph 2.1.1 above. Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.1 above, the Supplier shall remain solely responsible for ensuring that the Deliverables and the Installation Works conform to the specification in the Call-Off Order Form (or elsewhere in this Call-Off Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.

OFFICIAL



**Call-Off Schedule 11 (Installation Works)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board 2020

- 2.4. Throughout the Call-Off Contract Period, the Supplier shall maintain all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

OFFICIAL

**Call-Off Schedule 12 (Clustering)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 12  
CLUSTERING**

## **Call-Off Schedule 12 (Clustering)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

# **Call-Off Schedule 12 (Clustering)**

## **1 WHEN YOU SHOULD USE THIS CALL-OFF SCHEDULE**

- 1.1 This Call-Off Schedule is required where various other health care bodies requiring Services in relation to the provision of the 111 Number and 119 Number and the routing of those calls and associated call handling services want to join with the Buyer to efficiently contract collectively under a single Call-Off Contract rather than as separate individual Buyers under separate Call-Off Contracts.

## **2 DEFINITIONS AND INTERPRETATION**

- 2.1 **“Cluster Member”** means the bodies set out or described in Category 1 and Category 2 of Annex 1 to this Call-Off Schedule;
- 2.2 For the purposes of this Call-Off Schedule, all references to the “Buyer” shall be references to the NHS Commissioning Board and not include by reference any Cluster Members.

## **3 CLUSTER MEMBERS – INITIAL ONBOARDING AND SUBSEQUENT ORDERS UNDER THE CALL-OFF CONTRACT**

- 3.1 The Buyer has entered into this Call-Off Contract both for its own benefit and for the benefit of the Cluster Members.
- 3.2 The Cluster Members who are to benefit under the Call-Off Contract with effect from the Call-Off Start Date (and pursuant to a Change Authorisation Note in each case) are identified in Category 1 of Annex 1 to this Call-Off Schedule.
- 3.3 The Cluster Members who may benefit under the Call-Off Contract at any time during the Call-Off Contract Period are identified in Category 2 of Annex 1 to this Call-Off Schedule and shall be added in accordance with the Change Control Procedure.
- 3.4 Additional Cluster Members may be added to the Call-Off Contract in accordance with the Change Control Procedure.
- 3.5 The Buyer does not guarantee that:
- 3.5.1 Cluster Members or the Buyer will order Services under the Call-Off Contract at any time; or
- 3.5.2 the level, volume or duration of Services ordered.

### **Initial on-boarding**

- 3.6 Where any Cluster Members identified in Category 2 of Annex 1 to this Call-Off Schedule wish to begin receiving Services, the Buyer shall

OFFICIAL

**Call-Off Schedule 12 (Clustering)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

issue a Change Request to the Supplier in accordance with the Change Control Procedure. Notwithstanding any other provision of the Call-Off Contract, the provisions of Paragraphs 1.8.9 to 1.8.11 of Call-Off Schedule 20 (Call-Off Specification) shall apply in relation to all such Change Request(s) and Change Control Procedure. As part of the Change Control Procedure the Supplier shall, without limitation:

- 3.6.1 populate an Implementation Plan (including undertaking any required Site surveys, security checks and risk assessments and any other aspects to which the costings rely) in accordance with Paragraph 3.1 (Transition Requirements) and 3.2.9 (New Country Implementation) of Call-Off Schedule 20 (Call-Off Specification);
  - 3.6.2 work with the Cluster Member or Buyer to ensure that any Cluster Member IT equipment meets all applicable requirements of the security standards and other requirements set out in Call-Off Schedule 9 (Security); and
  - 3.6.3 in relation to a Change Request for a Cluster Member under this Paragraph 3.6, work with the Cluster Member to ensure that the Cluster Member understands all responsibilities in connection with the Services ordered as such responsibilities are set out in this Call-Off Contract.
- 3.6b However a Cluster Member orders Services pursuant to this Call-Off Contract, then the Call-Off Catalogue pricing provisions set out in Call-Off Schedule 5 (Pricing Details) shall apply.

**Cluster Members benefit of all rights**

- 3.7 Cluster Members shall have the benefit of all of the rights granted to the Buyer under the Call-Off Contract. Accordingly, where the context requires in order to assure the Cluster Members rights and benefits under the Call-Off Contract, and unless the Buyer otherwise specifies (including in Paragraph 2.2 of this Call-Off Schedule), references to the Buyer in the Call-Off Contract (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Cluster Members save in the following circumstances:
- 3.7.1 *Termination and non-financial remedies:* Whilst Cluster Members shall have the benefit of any rights and remedies of the Buyer including in respect of termination and non-financial remedies, only the Buyer may exercise rights of termination of the Call-Off Contract in whole or other non-financial remedies under this Call-Off Contract;
  - 3.7.2 *Pre-Defined Service Requests:* Save as hereinafter provided, (and subject always to Paragraph 1.18.2 of Call-Off Schedule 33 (Processing Data)) no Cluster Member or other

OFFICIAL

**Call-Off Schedule 12 (Clustering)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

third party may request or authorise any Changes. A Cluster Member receiving Services may authorise any Changes arising from a Pre-Defined Service Request (pursuant to the procedure set out in Paragraph 9 of Call-Off Schedule 24 (Change Control Procedure)) provided always that any such Changes are confined exclusively to such Cluster Member's Services only and that there is no material anticipated impact on the Services to the Buyer or any other Cluster Member. The Supplier shall notify the Buyer of all such Changes so authorised prior to such Changes being implemented. Where any Pre-Defined Service Request is requested by a Cluster Member pursuant to this Paragraph 3.7.2 the Supplier shall invoice the relevant Cluster Member for all Charges, costs and other payments payable in respect of such Pre-Defined Service Request and its implementation, unless any contrary provision has been agreed in the Change Authorisation Note completed at the time of such Cluster Member requesting the Deliverables. Any Cluster Member who will have an obligation to make payments to the Supplier under a Pre-Defined Service Request shall be required to sign the applicable documentation authorising the Pre-Defined Service Request and confirm its direct payment, or other (if any) obligations to the Supplier accordingly.

- 3.8 Each of the Cluster Members will be a third party beneficiary for the purposes of the CRTPA and may enforce the relevant provisions of the Call-Off Contract pursuant to CRTPA.
- 3.9 The Parties to the Call-Off Contract (being the NHS Commissioning Board and the Supplier) may in accordance with its provisions vary, terminate or rescind the Call-Off Contract or any part of it, without the consent of any Cluster Member.

**Cluster Members enforcement of rights**

- 3.10 The enforcement rights granted to Cluster Members under this Call-Off Schedule are subject to the following provisions:
  - 3.10.1 the Buyer shall have the right to enforce any provision of the Call-Off Contract on behalf of a Cluster Member and may recover all Losses suffered by any Cluster Member as though it had suffered such Loss itself, provided that in no event may the Buyer or any Cluster Member recover twice in respect of the same Loss (so that Loss recovered by a Cluster Member may not be recovered by the Buyer and vice versa);
  - 3.10.2 any claim from a Cluster Member under the CRTPA to enforce the Call-Off Contract shall be brought by the Buyer if

OFFICIAL

**Call-Off Schedule 12 (Clustering)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

reasonably practicable for the Buyer and Cluster Member to do so save in respect of the claims set out in Annex 2, Table 1 (Cluster Members rights to enforce against the Supplier) of this Call-Off Schedule; and

3.10.3 the Supplier's limits and exclusions of liability in the Call-Off Contract shall apply to any claim to enforce the Call-Off Contract made by the Buyer on behalf of a Cluster Member and to any claim to enforce the Call-Off Contract made by a Cluster Member acting on its own behalf where permitted under this Call-Off Schedule.

3.16 A Where any Cluster Member exercises a right to terminate any Services in the circumstances set out in Annex 2, Table 1 (Cluster Members rights to enforce against the Supplier) of this Call-Off Schedule, such Cluster Member shall seek prior Approval in respect of any such termination. As between the Cluster Member and the Buyer, the Buyer shall be entitled to a reasonable period to determine whether a resolution is capable of being achieved or, at its option, take control of any such termination claim. Each of the Cluster Member and the Supplier shall keep the Buyer regularly informed of the progress of any such termination claims brought by any Cluster Member.

**Supplier enforcement against Cluster Members**

3.11 The enforcement rights of the Supplier under this Call-Off Contract shall be against the Buyer only (and not any Cluster Member directly) save in respect of any provisions set out in Annex 2, Table 2 of this Call-Off Schedule. Where any provisions set out in Annex 2, Table 2 of this Call-Off Schedule apply, the Supplier shall enforce only against the Cluster Member and not the Buyer (save where any court directs that the Supplier cannot bring such action directly).

3.12 For the avoidance of doubt, where the Supplier enforces against a Cluster Member directly, prior to commencing any such claim, the Supplier shall comply with the provisions of Call-Off Schedule 36 (Dispute Resolution) (where all references to the Buyer in Call-Off Schedule 36 shall be construed as references to the applicable Cluster Member). The Supplier shall provide advance notice in writing to the Buyer in respect of any such claim to be brought and the Buyer shall be entitled to a reasonable period to determine whether a resolution is capable of being achieved or, at its option, take control of any such claim. Each Party shall keep the other regularly informed of the progress of any such claims brought against any Cluster Member.

3.13 For the further avoidance of doubt, notwithstanding Paragraph 3.18 of this Call-Off Schedule or any other provision of this Call-Off Contract, the Buyer shall not be liable for any Charges payable by or liabilities

OFFICIAL

**Call-Off Schedule 12 (Clustering)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

incurred by any Cluster Member nor to procure that such Charges or liabilities are paid.

- 3.14 Where the Supplier has a right to enforce a termination right against any Cluster Member directly, notwithstanding Paragraph 3.12 of this Call-Off Schedule, any such termination shall only be exercised by the Supplier:

3.14.1 with prior Approval; and

3.14.2 where such termination shall have no direct or indirect impact on the Services provided to the Buyer and any other Cluster Members.

**Other adjustments for Cluster Members**

- 3.15 Notwithstanding that Cluster Members shall each receive the same Services from the Supplier the following adjustments will apply in relation to how the Call-Off Contract will operate in relation to the Buyer and Cluster Members:

3.15.1 Deliverables will be provided by the Supplier to each Cluster Member and Buyer separately;

3.15.2 the Supplier's obligations in regard to reporting will be owed to each Cluster Member and Buyer separately save where expressly provided in writing otherwise;

3.15.3 the Buyer and Cluster Members shall be entitled to separate invoices in respect of the provision of Deliverables save where expressly provided in writing otherwise;

3.15.4 the separate invoices will correlate to the Deliverables provided to the respective Buyer and Cluster Members using a formula, calculation or principles specified by the Buyer (including any indirectly attributable charges as specified by the Buyer) and the Buyer shall be entitled to copies of all such invoices issued to Cluster Members on request;

3.15.5 the Charges to be paid for the Deliverables shall unless otherwise specified by the Buyer be calculated on a per Cluster Member and Buyer basis and each Cluster Member and the Buyer shall be responsible for paying their respective Charges;

3.15.6 the Delay Payments, Service Levels and corresponding Service Credits will be calculated, in respect of each Cluster Member and the Buyer. The Delay Payments, Service Levels and corresponding Service Credits will be reported and, unless otherwise specified by the Buyer, deducted against

OFFICIAL

**Call-Off Schedule 12 (Clustering)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Charges due from the Buyer and/or Cluster Members. The Supplier will apportion the Delay Payments and Service Credits as directed by the Buyer. Where no future Charges are due any such Delay Payments or Service Credits shall be paid to the applicable Buyer or Cluster Member as applicable in accordance with the payment provisions set out in Call-Off Schedule 5 (Pricing Details);

- 3.15.7 where any requests for Changes are made by the Buyer which are Standard Service Requests or requests for Operational Changes or Contract Changes, the Buyer may, at its election, require the Supplier to apportion any invoice for any and all Charges, costs and other payments payable in relation to such Standard Service Requests, Operational Changes and Contract Changes and their implementation between the Buyer and any Cluster Member and the Supplier shall so apportion the relevant corresponding Charges using any formula as specified by the Buyer, in accordance with this sub-Paragraph 3.15.7 Any such apportionment shall be set out in the applicable Change Authorisation Note or other documentation authorising the Change. Any Cluster Member who will have an obligation to make payments to the Supplier shall be required to sign the Change Authorisation Note or other documentation authorising the Change and confirm its direct payment, or other (if any) obligations to the Supplier accordingly.
- 3.15.8 Notwithstanding Clause 34.6 of the Call-Off Contract (Resolving disputes), where there is a failure (or delay) by any Cluster Member to pay any undisputed Charges the Supplier shall, at the request of the Buyer, suspend any Services provided to such Cluster Member. The Supplier shall make any and all necessary boundary changes to call routing to the extent required to ensure that Services to the Buyer or any other Cluster Member are not affected by any such suspension where the Buyer exercises its rights under this sub-Paragraph 3.15.8. The Supplier shall restore any such suspended Services at the request of the Buyer provided always that any undisputed Charges withheld by the relevant Cluster Member have been paid to the Supplier;
- 3.15.9 Termination of Services provided to a Cluster Member:
- 3.15.9.1 Where the Buyer exercises a right of termination in respect of any Services provided to a Cluster Member:
- (i) any directly attributable Charges to the Cluster Member shall cease (unless

OFFICIAL



**Call-Off Schedule 12 (Clustering)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

otherwise specified in the Change Authorisation Note) and the Buyer shall not incur any additional liability to the Supplier in respect of or as a consequence of any such termination;

- (ii) the Supplier shall be required to populate an Exit Plan in respect of any exiting Cluster Member;
- (iii) the Parties shall agree pursuant to sub-Clause 10.8.5 of the Call-Off Contract, (i) the effect of any Change made necessary to this Call-Off Contract by such termination of Services to a Cluster Member; (ii) notwithstanding the provisions of sub-Clause 10.8.5 of the Call-Off Contract, the Supplier shall not be entitled to an increase in the Charges; and (iii) the Supplier may not reject the Change.

3.15.9.2 Where such right of termination is in relation to the Supplier NPFS Service or the SMS Services, without prejudice to any other provisions of this Call-Off Contract, the Buyer shall be entitled to a reduction in the Charges proportionate to the share of Charges attributable to the Supplier NPFS Service or the SMS Services as set out in Call-Off Schedule 5 (Pricing Details) and any such reduction shall be agreed between the Parties and applied pursuant to the Change Control Procedure;

3.15.10 nothing in this Call-Off Contract shall entitle the Supplier to set-off any Charges or other sums due from:

3.15.10.1 any Cluster Member against any Charges due from the Buyer or any other Cluster Members; or

3.15.10.2 the Buyer against any Charges due from any Cluster Members; and

3.15.11 such further adjustments as the Buyer and each Cluster Member may notify to the Supplier from time to time.

3.16 Where any Cluster Member receiving Services merges with or is replaced by any successor body performing the same or similar functions, the Supplier agrees to provide the relevant Services to such merged or successor body on the terms of this Call-Off Contract, such that the merged or successor body shall be deemed to stand in the

OFFICIAL

**Call-Off Schedule 12 (Clustering)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

shoes of the relevant Cluster Member. The Buyer shall notify the Supplier in writing of any such merger or replacement and the date from which the relevant Services are to be provided to such merged or replacement body.

- 3.17 Nothing in this Call-Off Schedule shall prevent the Supplier from receiving or responding to any request for Services received from or on behalf of the Buyer or any Cluster Members or any third parties to whom Services are provided or to whom calls are delivered under this Call-Off Contract.
- 3.18 The Buyer shall use reasonable endeavours (through the establishment of a Memorandum of Understanding with each of the Cluster Members) to procure that all Cluster Members shall comply with the terms of this Call-Off Contract to the extent that those obligations are relevant to that Cluster Member.
- 3.19 Where, pursuant to Paragraph 3.5 of this Call-Off Schedule, any Cluster Member begins receiving Operational Services, the Supplier shall, within ten (10) Working Days of the applicable Call-Off Start Date (or such later date as may be agreed between the Parties) and in any event at least one (1) Month in advance of the Operational Service Commencement Date (as applicable) prepare and/or update the applicable Call-Off Operating Manual and deliver the same to the Buyer and Cluster Member (as applicable) in both hard copy and electronic form unless otherwise approved.

**Call-Off Schedule 12 (Clustering)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Annex 1: Cluster Members**

All Cluster Members under this Annex 1 shall be health service bodies requiring Services in relation to the provision of the 111 Number and the routing of calls and/or the provision of NPFS.

**Category 1** - Cluster Members at the Call-Off Start Date

The Deliverables shall be provided for the benefit of the Buyer and the following Cluster Members (each subject to a Change Authorisation Note) at the Call-Off Start Date:

| Name of Cluster Member                                                                                                                           | Services to be provided |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| The body responsible for the provision of the 111 Number and the routing of calls to the provider(s) in Scotland currently NHS24.                | Supplier 111 Services   |
| The body responsible for the provision of the 111 Number and the routing of calls to the provider(s) in Wales currently Welsh Ambulance Service. | Supplier 111 Services   |
| The body responsible for the provision of the 111 Number and call routing to Northern Ireland.                                                   | Supplier 111 Services   |

**Category 2**

The Deliverables shall be provided for the benefit of the following Cluster Members as may be added by the Buyer on or after the Call-Off Start Date in accordance with Paragraph 3.5 of this Call-Off Schedule.

| Name of Cluster Member                                                             | Services to be provided |
|------------------------------------------------------------------------------------|-------------------------|
| The body responsible for the provision of the NPFS.                                | Supplier NPFS Services  |
| The body responsible for the provision of the 111 Number and call routing to Crown | Supplier 111 Services   |

OFFICIAL

**Call-Off Schedule 12 (Clustering)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| Name of Cluster Member                                                                                     | Services to be provided |
|------------------------------------------------------------------------------------------------------------|-------------------------|
| Dependencies.                                                                                              |                         |
| Others - Any other health bodies as agreed by the Parties in accordance with the Change Control Procedure. | Supplier 111 Services   |

**Call-Off Schedule 12 (Clustering)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## Annex 2: Exceptions to enforcement rights

### Table 1

Cluster Members rights to enforce against the Supplier:

Any claim may be brought by a Cluster Member under CRTPA in relation to the following:

- where any court directs that the Buyer cannot bring such action directly;
- any withholding of disputed Charges invoiced to the applicable Cluster Member, but not for the avoidance of doubt any withholding of undisputed Charges or Charges due which do not relate to the disputed Charges.

### Table 2

Supplier rights to enforce against Cluster Members:

Save where any court directs that the Supplier cannot bring such action directly any claim shall be brought against a Cluster Member in relation to the following:

- *Claims for unpaid Charges by Cluster Members:* The Supplier shall, subject to compliance with the provisions of Paragraph 3.12 of this Call-Off Schedule, bring any claims for unpaid Charges invoiced to any Cluster Member against such Cluster Member and not the Buyer.
- *Supplier's right to terminate for Cluster Member failure to pay (or delay in paying) Charges:* The Supplier's right of termination under Clause 10.6.1 of the Call-Off Contract shall not apply to non-payment of undisputed Charges where such non-payment is due to any Cluster Member's failure to pay any Charges (disputed or undisputed) for which it is liable to the Supplier under this Call-Off Contract. The Supplier may, however, exercise its right of termination under Clause 10.6.1 of the Call-Off Contract in respect of Services delivered to the applicable non-paying Cluster Member only, provided always that it has complied with the provisions of Paragraphs 3.12 and 3.14 of this Call-Off Schedule.
- *Supplier termination of licences Supplier's Existing IPR that is not COTS Software:* If the Supplier's right of termination of any licence of the Supplier's Existing IPR that is not COTS Software under Paragraph 9.2.5 of Call-Off Schedule 6 (ICT Services) arises out of any act or omission of a Cluster Member, such right shall be exercised only against the applicable Cluster Member and not the Buyer or any other non-defaulting Cluster Member.

OFFICIAL

**Call-Off Schedule 13 (Implementation Plan and Testing)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111 TELEPHONY SERVICES**  
**CALL-OFF SCHEDULE 13**  
**IMPLEMENTATION PLAN AND TESTING**

**Call-Off Schedule 13 (Implementation Plan and Testing)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

# **Call-Off Schedule 13 (Implementation Plan and Testing)**

## **PART A - Implementation**

### **1. INTERPRETATION**

- 1.1 This Call-Off Schedule is intended to apply to the implementation of Services at the Call-Off Start Date and (where appropriate to the Services being ordered in each case) pursuant to any Change Authorisation Note during the Call-Off Contract Period.
- 1.2 References to the Buyer (including those references to a Party which are intended to relate to the Buyer) in Part A of this Call-Off Schedule shall (unless otherwise specified) mean:
  - 1.2.1 where any Approval is required, NHS Commissioning Board only; and
  - 1.2.2 in respect of all other references, the NHS Commissioning Board and/or any Cluster Member (as applicable).

### **2. Agreeing and following the Implementation Plan**

- 2.1 In respect of the Services to be provided to the Buyer from the Call-Off Start Date and to Cluster Members who are to benefit under the Call-Off Contract with effect from the Call-Off Start Date (as identified in Part A Category 1 of Call-Off Schedule 12 (Clustering)), the Outline Implementation Plan is set out in Annex 1 to Part A of this Call-Off Schedule. In respect of any Services to be provided pursuant to a Change Authorisation Note, the Supplier shall provide an OIP as part of and in accordance with the applicable Change Control Procedure and such agreed OIP shall be documented as an Annex to the Change Authorisation Note.
- 2.2 All references to the Implementation Plan in this Call-Off Schedule shall be deemed to include references to all subsequent Implementation Plans to be agreed pursuant to any Change Authorisation Note.
- 2.3 The Supplier shall provide a draft DIP within one (1) Month of the Call-Off Start Date or, as applicable, of the subsequent Call-Off Start Date of the Change Authorisation Note (or such other period as otherwise agreed by the Parties in writing).
- 2.4 The Outline Implementation Plan
  - 2.4.1 Details of the agreed OIP are documented in Annex 1 to Part A of this Call-Off Schedule or as an Annex to any Change Authorisation Note.

**Call-Off Schedule 13 (Implementation Plan and Testing)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 2.4.2 Changes to the OIP may be agreed between the Parties until the DIP has been Approved provided that changes to the following Milestone Dates:
- 2.4.2.1 the System Test Milestone; or
  - 2.4.2.2 the Design Milestone; and
  - 2.4.2.3 the Service Readiness Date,
- shall be subject to Call-Off Schedule 24 (Change Control Procedure).
- 2.5 The Parties acknowledge the importance of detailed planning for the implementation of the Services under this Call-Off Contract and the need to develop the OIP into the DIP in accordance with this Call-Off Schedule. The Supplier shall ensure that the DIP is in compliance with this Call-Off Schedule, including compliance with any applicable product descriptions and the Milestones and Milestone Dates set out in the OIP. Where reasonable adjustments are proposed to the Milestones and Milestone Dates, they shall not be unreasonably rejected by the Buyer. However, the Operational Service Commencement Date in the DIP must be no later than that set out as the Operational Service Commencement Date in the OIP.
- 2.6 The Detailed Implementation Plan must:
- 2.6.1 contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require;
  - 2.6.2 take account of all dependencies known to, or which should reasonably be known to, the Supplier;
  - 2.6.3 take account of all interdependencies (on the Buyer and/or Other Suppliers) known to (including those that have been brought to the Supplier's attention by the Buyer), or which should reasonably be known to, the Supplier;
  - 2.6.4 incorporate all of the Milestones, Tests and Milestone Dates and must include (as a minimum) the Supplier's proposed timescales in respect of the following for each of the Milestones and Tests:
    - 2.6.4.1 the completion of any specification documents;
    - 2.6.4.2 the completion of the installation phase;
    - 2.6.4.3 the completion of testing of the Services in accordance with Part B of this Call-Off Schedule; and
    - 2.6.4.4 training and roll-out activities;
  - 2.6.5 include the Parties' obligations to undertake a suitably detailed and thorough Data Protection Impact Assessment during the Implementation Period that is in accordance with the



**Call-Off Schedule 13 (Implementation Plan and Testing)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

requirements included and referenced in Paragraph 1.3 of Call-Off Schedule 33 (Processing Data); and

- 2.6.6 make provision for any remedial actions to be taken by either the Buyer or the Supplier as a result of the Data Protection Impact Assessment and any consequential impacts that such actions may have on the provision of the Services and Achievement of any Milestones by the Milestone Dates (in accordance with the provisions of Paragraph 3.6 of this Call-Off Schedule).
- 2.7 The Supplier shall ensure that the DIP itself (or any other document referred to in the DIP):
  - 2.7.1 clearly outlines in a detailed plan all the steps required to implement the Milestones and/or Tests to be Achieved in accordance with the Milestone Dates (or such other dates as the Parties agree in accordance with this Call-Off Schedule or any Change Authorisation Note), together with a high level plan for the rest of the programme, in conformity with the Buyer's requirements set out in Call-Off Schedule 20 (Call-Off Specification) (and any applicable Change Authorisation Note);
  - 2.7.2 clearly outlines the required roles and responsibilities of all persons concerned, including staffing requirements (subject to the list of Buyer Responsibilities set out in Annex 2 to Part A of this Call-Off Schedule); and
  - 2.7.3 is produced using a software tool as specified or Approved by the Buyer and complies with the Buyer's formatting requirements (which shall be notified to the Supplier in writing by the Buyer as updated from time to time);
  - 2.7.4 will include detail stating:
    - 2.7.4.1 how the Supplier will work with the Other Suppliers and a Buyer Representative to capture and load up information such as asset data; and
    - 2.7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be Approved by the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and Users.
- 2.8 The Buyer (being NHS Commissioning Board) shall notify the Supplier in writing if:
  - 2.8.1 a gateway review; or
  - 2.8.2 a Major Projects Gateway Review,
    - is to be conducted after completion of a Milestone and the Supplier shall provide reasonable assistance as may be required for this purpose.

**Call-Off Schedule 13 (Implementation Plan and Testing)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 2.9 Before the submission of the DIP in accordance with this Call-Off Schedule, the Buyer may, at any time:
- 2.9.1 review any documentation produced by the Supplier (and request the Supplier to provide without undue delay any documentation which the Buyer reasonably requires): (i) in relation to the development of the DIP; and/or (ii) for the purposes of developing the initial draft of the DIP in to the agreed DIP, including:
    - 2.9.1.1 details of the Supplier's intended approach to the DIP and its development;
    - 2.9.1.2 copies of a draft of the DIP produced; and
    - 2.9.1.3 any other work in progress in relation to the DIP;
  - 2.9.2 require the Supplier to attend review meetings with the Buyer to discuss the proposed contents of the DIP; and/or
  - 2.9.3 require the Supplier to include any reasonable changes or provisions in the DIP.
- 2.10 Following receipt of the draft DIP from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the DIP. If the Parties are unable to agree the contents of the DIP within ten (10) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable. For the avoidance of doubt, the Dispute shall not affect the Supplier's performance of the OIP and the Supplier shall carry on with all other activities detailed in the OIP during the Dispute Resolution Procedure using the Expedited Dispute Timetable.
- 2.11 The Supplier shall provide each of the Deliverable Items identified in the DIP by the date assigned to that Deliverable Item in the DIP so as to ensure that each Milestone identified in the DIP is Achieved on its Milestone Date. The Supplier shall notify the Buyer, as soon as reasonably practicable, of any change or suspected change to the Milestone Date, whether the Milestone will be Achieved before the Milestone Date or in the case of a delay. Such change shall only take effect if it is Approved (at the Buyer's absolute discretion).
- 2.12 The Supplier shall monitor its performance against the DIP and Milestones and report to the Buyer on such performance in accordance with Call-Off Schedule 15 (Call-Off Contract Management).

**3. Reviewing and changing the Implementation Plan**

- 3.1 After Approval of the DIP by the Buyer in accordance with this Call-Off Schedule, the Supplier shall maintain and update it on a weekly basis (or such other period as required by the Buyer) as may be necessary to reflect the then current state of the implementation of the Services. Save for any amendments which are of a type identified and notified by the Buyer (being NHS Commissioning Board) (at the Buyer's

**Call-Off Schedule 13 (Implementation Plan and Testing)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

discretion) to the Supplier in writing as not requiring Approval, any material amendments to the DIP shall be subject to Call-Off Schedule 24 (Change Control Procedure) (and any amendments to elements of the DIP which reflect the contents of the OIP shall be deemed to be material amendments) provided that in no circumstances shall the Supplier alter or attempt to alter any Milestone Date, Milestones and/or Tests except in accordance with Clause 20 (Circumstances beyond your control) of the Call-Off Contract as amended by Annex 1 to the Order Form. Until such time as the updated DIP is Approved by the Buyer, the DIP then existing (that is to say before the update) shall apply.

- 3.2 The Supplier shall notify the Buyer of any amendment made to the DIP in accordance with Paragraph 3.1 of this Call-Off Schedule by way of a schedule of variations, list of variations, a comparison showing any such amendment and/or any other method of notifying the Buyer of such changes as the Buyer directs (at its absolute discretion).
- 3.3 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the DIP.
- 3.4 Changes to any Milestones and Payment Milestones set out in the Approved DIP shall only be made in accordance with Call-Off Schedule 24 (Change Control Procedure).
- 3.5 Where the Supplier is responsible for the failure to Achieve a Key Milestone by the relevant Milestone Date this shall constitute a material Default.
- 3.6 Where there are changes to Milestones, once agreed pursuant to Paragraph 3.4 of this Call-off Schedule, such changes will be reflected in the DIP no later than five (5) Working Days after such agreement.

**4. Security requirements before the Call-Off Start Date**

- 4.1 The Supplier shall note that it is incumbent upon it to understand the lead-in period for any required security clearances and ensure that (unless otherwise agreed in writing with the Buyer) all Supplier Staff and Subcontractors have any required security clearances in place before access is given to any of the Buyer's Sites and/or Buyer Data or any applicable subsequent Call-Off Start Date set out in a Change Authorisation Note. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer / or the relevant security body (as applicable) to facilitate any required security clearances for Supplier Staff and Subcontractors in accordance with the Service Requirements.

**Call-Off Schedule 13 (Implementation Plan and Testing)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 4.4 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises and any third party premises as required for the provision of the Services have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access.
- 4.5 If a property requires Supplier Staff or Subcontractors to be accompanied by a Buyer Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

**5. What to do if there is a Delay**

- 5.1 Each Milestone shall have a checkpoint, at which point the Supplier shall demonstrate to the Buyer that it is on course to Achieve the Milestone by the relevant Milestone Date. Where the Supplier fails (such failure to be determined by the Buyer at its discretion) to demonstrate to the Buyer that it will Achieve the Milestone by the Milestone Date, the Supplier shall put in place a plan (to be Approved) detailing what additional actions the Supplier shall take to ensure that the Milestone Date against the Milestone is Achieved.
- 5.2 Notwithstanding Paragraph 5.1 of this Call-Off Schedule, if the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Call-Off Contract it shall:
  - 5.2.1 notify the Buyer, by way of a formal exceptions report (in accordance with PRINCE2 or equivalent recognised methodology), as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay set out in Clause 25 (How to communicate about the contract) of the Call-Off Contract;
  - 5.2.2 include in its notification an explanation, including the perceived cause, of the actual or anticipated impact of the Delay and the proposed changes to the DIP as a result of the Delay (such changes to comply with Paragraph 3 of this Call-Off Schedule);
  - 5.2.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay;
  - 5.2.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay; and
  - 5.2.5 provide updates to the Buyer at regular intervals during the Delay.
- 5.3 If the Supplier causes a Delay to a Milestone and such Delay causes a separate Delay to any other Milestone, then any agreement of the Buyer to extend the date of such other Milestone (subject to Paragraph 3.4 of this Call-Off Schedule) shall not be deemed to be a waiver of the Buyer's rights and remedies under the Call-Off Contract in connection

**Call-Off Schedule 13 (Implementation Plan and Testing)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

with the Supplier's obligation to Achieve the Milestone Date for such other Milestone.

**6. Compensation for a Delay**

- 6.1 The Buyer requires the Supplier to accept a price adjustment (Delay Payments) where the Milestones set out in Paragraph 8 of Call-Off Schedule 5 (Pricing Details) have not been Achieved by their respective Milestone Dates.
- 6.2 If a Milestone to which Delay Payments attach has not been Achieved by the relevant Milestone Date, the Supplier shall (without prejudice to the Buyer's right to terminate or claim damages) pay to the Buyer (or any applicable Cluster Member where provided for in Call-Off Schedule 12 (Clustering)) Delay Payments calculated, as set out in Paragraph 8 of Call-Off Schedule 5 (Pricing Details) and the following provisions shall apply:
  - 6.2.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
  - 6.2.2 Delay Payments shall not be the Buyer's exclusive remedy for the Supplier's failure to Achieve the applicable Milestone by its Milestone Date and payment by the Supplier (and acceptance by the Buyer of any Delay Payment) shall be without prejudice to the Buyer's accrued rights or remedies under this Call-Off Contract including where the Buyer is otherwise entitled to or does terminate this Call-Off Contract pursuant to Clause 10.4 (When CCS or the buyer can end a contract) of the Call-Off Contract;
  - 6.2.3 Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
  - 6.2.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for) of the Call-Off Contract. The Supplier acknowledges and agrees that the limitation of liability calculated in accordance with Paragraph 6.2 of this Call-Off Schedule and as set out in Paragraph 8.1 of Call-Off Schedule 5 (Pricing Details), is a separate limitation of liability to the limitation of liability set out in Clause 11 (How much you can be held responsible for) of the Call-Off Contract.

### **Call-Off Schedule 13 (Implementation Plan and Testing)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **7. Mobilisation and Implementation principles**

- 7.1 During the Implementation Period, the Supplier acknowledges that the Former Supplier shall retain full responsibility for all existing services until the relevant Operational Services Commencement Date (or until such other time as is otherwise formally agreed between the Former Supplier and the Buyer, as notified to the Supplier). The Supplier's obligations shall commence on the Call-Off Start Date as set out in Order Form.
- 7.2 In accordance with the DIP and any Co-operation Framework (as applicable), the Supplier shall:
  - 7.2.1 work cooperatively and in partnership with the Buyer, Other Suppliers and the Former Supplier as applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services and ensure no loss of service during the handover of the Services;
  - 7.2.2 work with the Other Suppliers and Buyer to assess the scope of the Services and prepare a plan which demonstrates Service Implementation and communication of service changes to Users;
  - 7.2.3 liaise with the Former Supplier to enable the full completion of the Implementation Period activities; and
  - 7.2.4 produce the DIP, to be Approved by the Buyer, for carrying out the requirements within the Implementation Period including, Milestones and dependencies.
- 7.3 Where an issue or dispute prevents the Supplier, any Other Suppliers or the Former Supplier from performing their implementation or exit obligations (as set out in their respective agreements with the Buyer), the Supplier shall (in consultation with the Buyer, Other Suppliers and/or the Former Supplier, as applicable) resolve, re-plan and amend the DIP accordingly.











































































### **Call-Off Schedule 13: (Implementation Plan and Testing)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Part B: Testing**

### **1. Interpretation**

- 1.1 References to the Buyer (including those references to a Party which are intended to relate to the Buyer) in Part B of this Call-Off Schedule shall (unless otherwise specified) mean NHS Commissioning Board only.

### **2. How testing should work**

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.2 The Supplier shall not submit any Deliverable for Testing:
  - 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
  - 2.2.2 until the Buyer (and any Cluster Member as applicable in relation to their Services) has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s);
  - 2.2.3 until the Parties (including any Cluster Member as applicable in relation to their Services) have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s);
  - 2.2.4 otherwise than in accordance with the dates set out in the DIP save as expressly agreed otherwise with the Buyer (or the Cluster Member as applicable in relation to their Services); and
  - 2.2.5 unless the Supplier has provided the Buyer (or the Cluster Member as applicable in relation to their Services) with at least ten (10) Working Days' (or such other period as the Parties may agree in the DIP or otherwise in writing) notice in writing certifying that the relevant Deliverable(s) is ready for Testing.
- 2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by the date set out in the DIP for the commencement of Testing in respect of the relevant Deliverable to ensure that the Buyer (and any Cluster Member as applicable in relation to their Services) can issue a Satisfaction Certificate by or before the date set out in the Implementation Plan.
- 2.4 Prior to the issue of a Satisfaction Certificate, the Buyer (and the applicable Cluster Members in relation to their Services) shall be entitled to review the relevant Test Reports and the Test Issue Management Log and the Supplier shall provide such Test Reports and Test Issue Management Log when submitting the Deliverable for Testing in accordance with Paragraph 2.3 of Part B of this Call-Off Schedule.



**Call-Off Schedule 13: (Implementation Plan and Testing)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**3. Planning for testing**

- 3.1 Subject to Paragraph 2.1 of Part B of this Call-Off Schedule, the Supplier shall develop the final Test Strategy as soon as practicable after the date the design of the Services is finalised but in any case no later than twenty (20) Working Days after the date the design of the Services is finalised.
- 3.2 The final Test Strategy shall include:
  - 3.2.1 an overview of how Testing will be conducted to meet the Milestones in relation to the Implementation Plan;
  - 3.2.2 the complete list of Tests, including interface tests to be conducted and the applicable timings of the Tests before and after go-live;
  - 3.2.3 the process to be used to capture and record Test results and the categorisation of Test Issues;
  - 3.2.4 the method for mapping the expected Test results to the Test Success Criteria;
  - 3.2.5 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues and the updating and/or amendment of any relevant documentation;
  - 3.2.6 the procedure to be followed to sign off each Test (including the transition to a live environment, if applicable);
  - 3.2.7 the process for the production and maintenance of Test Reports and reporting, including templates for the Test Reports and the Test Issue Management Log, and a sample plan for the resolution of Test Issues;
  - 3.2.8 the names and contact details of the Buyer (and any Cluster Member's as applicable in relation to their Services) and the Supplier's Test representatives;
  - 3.2.9 a high-level identification of the resources required for Testing including facilities, infrastructure, personnel, Buyer and/or third party involvement in the conduct of the Tests;
  - 3.2.10 the technical environments required to support the Tests;
  - 3.2.11 the procedure for managing the configuration of the Test environments; and
  - 3.2.12 the requirements for Test Actors for carrying out the Tests including in accordance with Test scripts.
- 3.3 The Supplier shall implement any reasonable requirements of the Buyer (or any applicable Cluster Member in relation to their Services) in the Test Strategy.

**Call-Off Schedule 13: (Implementation Plan and Testing)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**4. Preparing for Testing**

4.1 Subject to Paragraph 2.1 of Part B of this Call-Off Schedule, following Approval of the Test Strategy the Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.

4.2 Each Test Plan shall include as a minimum:

4.2.1 the relevant Test definition and the purpose of the Test, the Deliverable(s) (including version reference of those Deliverables) and/or Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied;

4.2.2 confirmation of whether the Test can be carried out and witnessed remotely; and

4.2.3 a detailed procedure for the Tests to be carried out, including:

4.2.3.1 pre-go-live and post-go live Tests;

4.2.3.2 the timetable for the Tests including start and end dates;

4.2.3.3 the Testing mechanism;

4.2.3.4 date and methods by which the Buyer (and any Cluster Member as applicable in relation to their Services) can inspect Test results or witness the Tests in order to establish that the Test Success Criteria have been met;

4.2.3.5 the mechanism for ensuring the quality, completeness and relevance of the Tests;

4.2.3.6 the format and an example of Test progress reports and the process with which the Buyer (and any Cluster Member as applicable in relation to their Services) accesses daily Test schedules;

4.2.3.7 the process with which the Buyer (and any Cluster Member as applicable in relation to their Services) will review Test Issues and progress on a timely basis;

4.2.3.8 the Test schedule;

4.2.3.9 the re-Test procedure, the timetable and the resources which would be required for re-Testing; and

4.2.3.10 the decision making process for escalation from a re-test situation to specific remedial action to resolve the problem/Test Issue.

**Call-Off Schedule 13: (Implementation Plan and Testing)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 4.3 The Buyer (and any Cluster Member as applicable in relation to their Services) shall not unreasonably withhold or delay its Approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer (and any Cluster Member as applicable in relation to their Services) in the Test Plan.

**5. Passing Testing**

- 5.1 The Test Success Criteria for all Tests shall be agreed between the Parties (including any Cluster Member as applicable in relation to their Services) as part of the relevant Test Plan pursuant to Paragraph 4 of Part B of this Call-Off Schedule but shall include, as a minimum, the following:

5.1.1 that the Deliverables are free from all material defects; and

5.1.2 the criteria contained in Annex 3 of Part B of this Call-Off Schedule.

**6. How Deliverables will be tested**

- 6.1 Subject to Paragraph 2.1 of Part B of this Call-Off Schedule above, following Approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables for Approval as soon as reasonably practicable and in any event at least ten (10) Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).

- 6.2 Each Test Specification shall include as a minimum:

6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer (and the Cluster Member as applicable in relation to their Services) and the extent to which it is equivalent to live operational data;

6.2.2 a plan to make the resources available for Testing;

6.2.3 Test scripts;

6.2.4 Test pre-requisites and the mechanism for measuring them; and

6.2.5 expected Test results, including:

6.2.5.1 a mechanism to be used to capture and record Test results; and

6.2.5.2 a method to process the Test results to establish their content.

- 6.3 The Supplier shall implement any reasonable requirements of the Buyer (and the Cluster Member as applicable in relation to their Services) in the Test Specification.

**Call-Off Schedule 13: (Implementation Plan and Testing)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**7. Performing the tests**

- 7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3 of Part B of this Call-Off Schedule.
- 7.3 The Supplier shall notify the Buyer (and any Cluster Member as applicable in relation to their Services) at least ten (10) Working Days in advance of the date, time and location of the relevant Tests and the Buyer (and any Cluster Member as applicable in relation to their Services) shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Buyer (and any Cluster Member as applicable in relation to their Services) may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer (and any applicable Cluster Member in relation to their Services) in relation to each Test:
  - 7.5.1 a draft Test Report not less than two (2) Working Days prior to the date on which the Test is planned to end; and
  - 7.5.2 the final Test Report on completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
  - 7.6.1 an overview of the Testing conducted;
  - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
  - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
  - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1 of Part B of this Call-Off Schedule; and
  - 7.6.5 the specification for any hardware and Software used throughout Testing and any changes that were applied to that hardware and/or Software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 If a Deliverable does not Achieve any of its associated Satisfaction Certificates so that the relevant Milestone cannot Achieve any of its Satisfaction Certificates, the Test Report shall constitute a non-

**Call-Off Schedule 13: (Implementation Plan and Testing)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

conformance for the purposes of Paragraph 5.1 of Part B of this Call-Off Schedule above.

- 7.9 Each Party (and any Cluster Member as applicable in relation to their Services) shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone, including any reasonable additional costs incurred by a Cluster Member.
- 7.10 If the Supplier successfully completes the requisite Tests, the Buyer (and any Cluster Member, as applicable in relation to their Services) shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Call-Off Contract.

**8. Discovering Problems**

- 8.1 Where a Test Report identifies a Test Issue, the Parties (including any Cluster Member as applicable in relation to their Services) shall agree in writing the classification of the Test Issue using the criteria specified in Annex 1 to Part B of this Call-Off Schedule and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer (or a Cluster Member, as applicable in relation to their Services) upon request.
- 8.3 The Buyer (and any Cluster Member as applicable in relation to their Services) shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties (including any Cluster Member as applicable in relation to their Services) are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.
- 8.4 Where the Supplier notifies the Buyer (and any Cluster Member as applicable in relation to their Services) in accordance with Paragraph 5 of Part A of this Call-Off Schedule, the Parties (including any Cluster Member as applicable in relation to their Services) shall refer such delay to the Dispute Resolution Procedure using the Expedited Dispute Timetable.

### **Call-Off Schedule 13: (Implementation Plan and Testing)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **9. Test witnessing**

- 9.1 The Buyer (and any Cluster Member as applicable in relation to their Services) may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer (and any Cluster Member as applicable), each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
  - 9.3.1 shall actively review the Test documentation;
  - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer (and any Cluster Member as applicable in relation to their Services) so as to enable the Buyer (and any Cluster Member as applicable in relation to their Services) to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
  - 9.3.3 shall not be involved in the execution of any Test;
  - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
  - 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer (and any Cluster Member as applicable in relation to their Services) to assess whether the Tests have been Achieved;
  - 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing;
  - 9.3.7 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed; and
  - 9.3.8 shall do any other thing as directed by the Buyer (and any Cluster Member as applicable in relation to their Services) (in its sole discretion).

## **10. Auditing the quality of the test**

- 10.1 The Buyer (and any Cluster Member as applicable in relation to their Services) or an agent or contractor appointed by the Buyer (and any Cluster Member as applicable in relation to their Services) may perform on-going quality audits in respect of any part of the Testing (each a “**Testing Quality Audit**”) subject to the provisions set out in the agreed Quality Plan.
- 10.2 The focus of the Testing Quality Audits shall be on:

**Call-Off Schedule 13: (Implementation Plan and Testing)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 10.2.1 adherence to an agreed methodology;
- 10.2.2 adherence to the agreed Testing process;
- 10.2.3 review of status and key development issues;
- 10.2.4 identification of key risk areas; and
- 10.2.5 adherence to a sufficiently diverse range of Test Actors (such range to be agreed in writing by the Parties (including any Cluster Member as applicable in relation to their Services)).
- 10.3 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.4 The Buyer (and any Cluster Member as applicable in relation to their Services) will give the Supplier at least five (5) Working Days' written notice of the Buyer's (and any Cluster Member as applicable in relation to their Services) intention to undertake a Testing Quality Audit.
- 10.5 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer (and any Cluster Member as applicable in relation to their Services) to enable it to carry out the Testing Quality Audit.
- 10.6 If the Testing Quality Audit gives the Buyer (and any Cluster Member as applicable in relation to their Services) concern in respect of the Testing Procedures or any Test, the Buyer (and any Cluster Member as applicable in relation to their Services) shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's (and any Cluster Member as applicable in relation to their Services) report.
- 10.7 In the event of an inadequate response to the written report from the Supplier, the Buyer (and any Cluster Member as applicable in relation to their Services) (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer (and any Cluster Member as applicable in relation to their Services).

**11. Outcome of the testing**

- 11.1 The Buyer (and any Cluster Member as applicable in relation to their Services) will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer (and any Cluster Member as applicable in relation to their Services) shall notify the Supplier and:
  - 11.2.1 the Buyer (and any Cluster Member as applicable in relation to their Services) may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues and any other issues

**Call-Off Schedule 13: (Implementation Plan and Testing)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

discovered after the Operational Services Commencement Date in accordance with an agreed Rectification Plan;

- 11.2.2 the Buyer (and any Cluster Member as applicable in relation to their Services) may extend the Test Plan by such reasonable period or periods as the Parties (including any Cluster Member as applicable in relation to their Services) may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
- 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's (and a Cluster Member's as applicable in relation to their Services) other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer (and any Cluster Member as applicable in relation to their Services) shall be entitled, without prejudice to any other rights and remedies that it (or any Cluster Member as applicable in relation to their Services) has under this Call-Off Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4 The Buyer (and any Cluster Member as applicable in relation to their Services) shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
  - 11.4.1 the issuing by the Buyer (or a Cluster Member as applicable in relation to their Services) of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
  - 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer (or a Cluster Member as applicable in relation to their Services) of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to invoice the relevant Milestone Payment in accordance with the provisions of Paragraph 2.1.2.3 of Call-Off Schedule 5 (Pricing Details).
- 11.6 If a Milestone is not Achieved, the Buyer (or a Cluster Member, as applicable in relation to their Services) shall promptly issue a report to the Supplier setting out the applicable Test Issues any other reasons for the relevant Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.



**Call-Off Schedule 13: (Implementation Plan and Testing)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 11.8 If there is one or more Material Test Issue(s), the Buyer shall (at its sole discretion) refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's (or a Cluster Member's, as applicable in relation to their Services) other rights and remedies, such failure shall constitute a material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer (in conjunction with a Cluster Member, as applicable in relation to their Services) may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
- 11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for Approval by the Buyer within ten (10) Working Days of receipt of the Buyer's report pursuant to Paragraph 10.6 of Part B of this Call-Off Schedule); and
- 11.9.2 where the Buyer (or a Cluster Member, as applicable in relation to their Services) issues a conditional Satisfaction Certificate, the Buyer may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.
- 11.10 Where the Buyer issues a conditional Satisfaction Certificate pursuant to Paragraphs 11.2.1 and 11.9 of Part B of this Call-Off Schedule, and the Supplier fails to remedy the Test Issues or any other issues within the agreed timescales (as detailed in the Rectification Plan), the Buyer shall, without prejudice to any other rights and remedies, be entitled to a credit (commensurate to the scale and seriousness of the defect or Test Issue) against any future Milestone Payments or Charges (in whole or in part) as agreed in the Rectification Plan. Such credit shall be a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to remedy the Test Issues or any other issues within the agreed timescales (as detailed in the Rectification Plan).

**12. Risk**

- 12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
- 12.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's (or a Cluster Member's, as applicable in relation to their Services) requirements for that Deliverable or Milestone; or
- 12.1.2 affect the Buyer's (or a Cluster Member's, as applicable in relation to their Services) right subsequently to reject all or any

**Call-Off Schedule 13: (Implementation Plan and Testing)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.









**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 14**

**SERVICE LEVELS**

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Call-Off Schedule 14 (Service Levels)****1. INTRODUCTION**

1.1. Part B to this Call-Off Schedule applies.

**2. NOT USED****3. WHAT HAPPENS IF YOU DON'T MEET THE SERVICE LEVELS**

- 3.1. The Supplier shall at all times provide the Deliverables to meet or exceed the applicable Service Level Thresholds (or comply with the Maximum Incident Resolution Time (as applicable)) for each Service Level from each relevant Operational Service Commencement Date, including during any Health Emergency where the Supplier NPFS Services are Operational Services pursuant to the procedure set out in Paragraphs 1.8.9 to 1.8.11 of Call-Off Schedule 20 (Call-Off Specification). Accordingly, the provisions of this Call-Off Schedule shall apply. The remaining provisions of this Paragraph 3 are subject to Clause 5 (The Buyer's obligations to the Supplier) of the Call-Off Contract.
- 3.2. The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part B of this Call-Off Schedule, including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Threshold.
- 3.3. The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part C (Performance Monitoring) of this Call-Off Schedule.
- 3.4. A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure in respect of the relevant Service except where:
- 3.4.1. the Supplier has over the previous twelve (12) Month period exceeded the Service Credit Cap (including the Service Credit Cap for any applicable Cluster Member); and/or
  - 3.4.2. the Service Level Failure:
    - 3.4.2.1. exceeds the relevant Service Failure Threshold; and/or
    - 3.4.2.2. has arisen due to a Prohibited Act or wilful Default by the Supplier; and/or
    - 3.4.2.3. results in the corruption or loss of any Buyer Data; and/or



**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 3.4.2.4. results in the Buyer being required to make a compensation payment to one (1) or more third parties (for the purposes of this Paragraph 3.4.2 a compensation payment to a Cluster Member is a compensation payment to a third party);
  - 3.4.3. the aggregate number of Service Level Failures (whether the Service Level Failure relates to the same or to different parts of the Services) exceeds the following number and period:
    - 3.4.3.1. subject to sub-paragraph 3.4.3.5 of this Part A of this Call-Off Schedule (where applicable) any one (1) Service Level Failure of the same Service Level Performance Criterion in each Month over two (2) consecutive Months; or
    - 3.4.3.2. subject to sub-paragraph 3.4.3.5 of this Part A of this Call-Off Schedule (where applicable) any one (1) Service Level Failure of the same Service Level Performance Criterion four (4) times over a rolling period of twelve (12) Months; or
    - 3.4.3.3. subject to sub-paragraph 3.4.3.5 of this Part A of this Call-Off Schedule (where applicable) any four (4) Service Level Failures (whether relating to the same or to different Service Level Performance Criterion) over three (3) consecutive Months; or
    - 3.4.3.4. subject to sub-paragraph 3.4.3.5 of this Part A of this Call-Off Schedule (where applicable) any six (6) Service Level Failures (whether relating to the same or to different Service Level Performance Criterion) over a rolling period of twelve (12) Months; or
    - 3.4.3.5. any one (1) Service Level Failure in any week at any time where the Supplier NPFS Services are in NPFS Operation.
  - 3.4.4. the Buyer is otherwise entitled to or does terminate this Call-Off Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights) of the Call-Off Contract.
- 3.5. Without prejudice to the Buyer's other rights and remedies under the Call-Off Contract, the Buyer can request the Supplier to provide and implement a Rectification Plan in accordance with its terms where the aggregate number of Service Level Failures (whether the Service Level Failure relates to the same or to different parts of the Services) exceeds

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

any of the numbers and periods set out in Paragraph 3.4.3 of this Part A of this Call-Off Schedule.

- 3.6. Where Service Credits are not provided as a remedy for a Service Level Failure and the Supplier has failed to address such a Service Level Failure to the reasonable satisfaction of the Buyer, then the Buyer may, on written notice to the Supplier, require that the Charges are reduced by a sum which is proportionate to the severity and impact of the Service Level Failure until such time as the relevant Service Level Failure is remedied and/or the Service is restored. If the Supplier Disputes that the amount of the reduction has been determined by the Buyer otherwise than in accordance with this Paragraph 3.6 the matter shall be resolved pursuant to the Expedited Dispute Timetable.

**4. CRITICAL SERVICE LEVEL FAILURE**

On the occurrence of a Critical Service Level Failure:

- 4.1. any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 4.2. the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this Paragraph 4 shall be without prejudice to the right of the Buyer to terminate this Call-Off Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights) of the Call-Off Contract and/or to claim damages from the Supplier for material Default.

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

# **PART A: Short Form Service Levels and Service Credits**

**NOT USED**

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **PART B: Long Form Service Levels and Service Credits**

### **1. GENERAL PROVISIONS**

- 1.1. The Supplier shall provide support and advice, when required by the Buyer, on matters relating to:
  - 1.1.1. Availability of the Services;
  - 1.1.2. Incident Resolution;
  - 1.1.3. quality of the Services;
  - 1.1.4. provisioning of the Services;
  - 1.1.5. Buyer, Cluster Member and User support;
  - 1.1.6. complaints handling; and
  - 1.1.7. accurate and timely invoices.
- 1.2. The Supplier accepts and acknowledges that failure to meet any Service Level Threshold (or comply with the Maximum Incident Resolution Time (as applicable)) set out in this Part B of this Call-Off Schedule will result in Service Credits being due to the Buyer where so specified.

### **2. PRINCIPAL POINTS**

- 2.1. The objectives of the Service Levels and Service Credits are to:
  - 2.1.1. incentivise the Supplier to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously;
  - 2.1.2. ensure that the Services are of a consistently high quality and meet the requirements of the Buyer;
  - 2.1.3. provide a mechanism whereby the Buyer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
  - 2.1.4. provide an incentive to the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.
- 2.2. The Parties acknowledge that:
  - 2.2.1. the Buyer will, in all cases, prefer to receive the Services within the Service Levels in preference to receiving the Service Credits; and

OFFICIAL

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 2.2.2. the Supplier shall, in all cases, seek to deliver the Services within the Service Levels in preference to accepting a liability for Service Credits.
- 2.3. Without prejudice to the Service Requirements and the obligations on the Supplier under this Call-Off Contract, the Supplier shall implement such automated monitoring systems and processes as is consistent with Good Industry Practice to ensure the early detection of issues which will impact or have the potential to impact the Availability of the Services and /or the volume of Incidents arising.

**3. SERVICE LEVELS**

- 3.1. The Supplier shall monitor its performance under this Call-Off Contract by reference to the relevant Service Level Performance Criteria for achieving the Service Levels and shall send the Buyer a Performance Monitoring Report detailing the level of service which was achieved in accordance with the provisions of Part C (Performance Monitoring) of this Call-Off Schedule.
- 3.2. The Supplier shall, at all times, provide the Services in such a manner that the Service Level Thresholds are achieved, or the Maximum Incident Resolution Times are complied with.
- 3.3. If the level of performance of the Supplier of any element of the provision by it of the Services during the Call-Off Contract Period:
- 3.3.1. is likely to or is a Service Level Failure; or
- 3.3.2. is likely to cause or causes a Critical Service Level Failure to occur,
- the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without prejudice to any other of its rights howsoever arising may:
- 3.3.2.1. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and
- 3.3.2.2. if the action taken under sub-paragraph 3.3.2.1 of this Part B of this Call-Off Schedule has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Buyer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; and

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 3.3.2.3. if a Service Level Failure has occurred, deduct from the Charges the applicable Service Credits payable by the Supplier to the Buyer in accordance with the calculation formula set out in Annex 1 of this Part B to this Call-Off Schedule; or
  - 3.3.2.4. if a Critical Service Level Failure has occurred, exercise its right to compensation for such non-availability of Services via this Call-Off Contract.
- 3.4. Approval and implementation by the Buyer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Buyer.
- 3.5. The Services are subject to the following seven (7) Service Level Performance Criteria as set out in Paragraph 0 of this Part B of this Call-Off Schedule:
  - 3.5.1. Availability of Services and Service Desk;
  - 3.5.2. Incident Resolution;
  - 3.5.3. Blocking;
  - 3.5.4. Management Information;
  - 3.5.5. Changes;
  - 3.5.6. Provisioning;
  - 3.5.7. Other Quality measures
    - 3.5.7.1. Voice Service;
    - 3.5.7.2. Video Consultation Service; and
    - 3.5.7.3. NLP.

**4. AGREED SERVICE TIME**

- 4.1. The Services will be made Available by the Supplier to the Buyer during the Agreed Service Time.
- 4.2. All performance against the Service Levels shall be measured by reference to the Agreed Service Time save where expressly provided otherwise in this Call-Off Schedule.

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**5. INCIDENTS**

- 5.1. If the Services become Unavailable, the Buyer must report the Unavailability as an Incident to the Service Desk. Notwithstanding the foregoing, the Incident Log shall start from the moment the Incident is recorded or should have been recorded, be that proactively monitored by the Supplier or reactively from the first report by the Buyer or any Cluster Member, as set out in Paragraph 5.4 of this Part B of this Call-Off Schedule.
- 5.2. Incidents must be classified to one (1) of the following five (5) Priority Levels:

| Priority Level     | Description of impact of Incident                                                                                                                                   |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Priority 0 (or P0) | A P0 event means the loss of a Component of the Service resulting in a total loss of service.                                                                       |
| Priority 1 (or P1) | A P1 event means the loss of a Component of the Service resulting in inability to route calls from a specific origin or deliver calls to a specific Contact Centre. |
| Priority 2 (or P2) | A P2 event means loss of a Component of the Service resulting in loss of resilience or Management Information outage.                                               |
| Priority 3 (or P3) | A P3 event means loss of a Component of the Service resulting in degraded performance.                                                                              |
| Priority 4 (or P4) | A P4 event means an error which has little or no effect upon functionality or performance of the Services or any Component.                                         |

- 5.3. The Supplier shall ensure that all Incidents are logged immediately on receipt of notification, on the Incident Log.
- 5.4. An Incident log for an Incident starts from the moment the Incident is recorded or should have been recorded, be that proactively monitored by the Supplier or reactively from the first valid ticket raised by the Buyer or any Cluster Member (the “**Incident Report**”). A valid ticket is one that includes the information set out in the Call-Off Operating Manual in respect of each Service, to be agreed with the Buyer in accordance with Call-Off Schedule 13 (Implementation Plan and Testing) as part of the relevant Design Milestone (including pursuant to any Change Authorisation Note).
- 5.5. Where the Incident Report is raised via a call or email then the start time shall be no later than the Service Level Threshold for the call answering

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

or email acknowledgement Service Level (as applicable). If at the Performance Review Meeting it is agreed that a ticket should have been proactively raised, or raised earlier than it was, then the Incident start time shall be corrected. Where the Supplier's Service Desk receives more than one (1) report of an Incident then all such reports shall be logged on the Incident Log (and the first report shall be deemed to be the Incident Report for all such Incidents).

- 5.6. Incidents may be logged by, and the Supplier shall (unless otherwise agreed with the Buyer on a case-by-case basis) accept any Incidents logged by, Users and any representatives of any Users including IT departments, local service desks, any SIAM providers, Former Suppliers, Related Suppliers, Other Suppliers and Replacement Suppliers as applicable.
- 5.7. An Incident Report is closed only on confirmation of successful resolution from the party logging the Incident, or, where the Supplier is unable to obtain such confirmation the Supplier obtains such confirmation from an alternative authorised User. Where the Supplier demonstrates (e.g. via an Incident system record) that it has attempted to contact the party logging the Incident or alternative authorised User no less than three (3) times and no response has been received such Incident Report may be closed. Notwithstanding closure of an Incident Report where no response has been received such Incident Report may be re-opened by the party that logged the Incident (or the alternative authorised User) and the Incident start time shall be the time of first report pursuant to Paragraph 5.4 of this Part B of this Call-Off Schedule.
- 5.8. The Buyer (not including the Cluster Members) shall have access and verification rights in relation to the Incident Log. The Incident Log shall be capable of being easily filtered by Incidents relating to each Cluster Member, Cluster Member Site and/or Cluster Member Service Element. The Buyer may at any time at its discretion disclose the relevant part of the Incident Log to the relevant Cluster Member.
- 5.9. The Supplier shall ensure that, as a minimum, the following details are recorded by the Supplier in the Incident Log in respect of each Incident:
  - 5.9.1. a unique report number;
  - 5.9.2. the date and time the report (and (if applicable) the date and time of the Incident Report) is received at the Supplier's Service Desk and, if different, the start time that should have been recorded pursuant to Paragraph 5.4 of this Part B of this Call-Off Schedule;
  - 5.9.3. the Buyer or Cluster Member to which it relates;
  - 5.9.4. the Buyer or Cluster Member's Site to which it relates;
  - 5.9.5. the Service Element to which it relates;



**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 5.9.6. the nature and location of the Incident;
  - 5.9.7. the person and organisation making the report;
  - 5.9.8. the Priority Level assigned to the Incident by the Buyer;
  - 5.9.9. an estimate (produced with all due care and diligence) of the number of Users which are affected by the Incident (including whether they are individual Users or groups of Users);
  - 5.9.10. the action intended to be taken or which has been taken to resolve the Incident;
  - 5.9.11. details of any communication with the Buyer Representative in connection with the Incident;
  - 5.9.12. notes and comments regarding any mitigating circumstances with regard to the Incident;
  - 5.9.13. the reasons for any inability of the Supplier to meet the Service Level Thresholds in relation to Incident Resolution; and
  - 5.9.14. any further information required under the Documentation.
- 5.10. The Supplier shall provide to the Buyer Representative copies of the entries in the Incident Log in respect of each P0 and P1 Incident within the time periods required by the Buyer. Copies of other entries in the Incident Log may be requested by the Buyer on a case by case basis at any time at its absolute discretion.
- 5.11. The Supplier shall provide to the Buyer Representative, an up-to-date status report:
- 5.11.1. with respect to each Priority 0 and Priority 1 Incident at intervals of no more than one (1) hour; and
  - 5.11.2. of such other Incidents, at intervals as requested by the Buyer Representative (acting reasonably).
- 5.12. The Buyer (or a Cluster Member as applicable) shall determine the Priority Level which relates to each Incident, including all Incidents logged by third parties pursuant to Paragraph 5.6 of this Part B of this Call-Off Schedule. The Supplier may challenge the level which is allocated by the Buyer (or a Cluster Member as applicable). Any such challenge shall not affect the obligations of the Supplier to respond to the Incident in accordance with the Priority Level initially allocated by the Buyer (or a Cluster Member as applicable).
- 5.13. The Supplier shall manage the Incident to Resolution in accordance with this Call-Off Schedule.

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

5.14. The Supplier shall escalate Incidents in accordance with the following requirements:

- 5.14.1. Service Desk Advocate (Service Desk) – Immediate;
- 5.14.2. Service Desk Escalation Manager – 25% elapsed time from Incident Report;
- 5.14.3. Principal Service Manager – 50% elapsed time from Incident Report; and
- 5.14.4. Service Relationship Lead - 100% elapsed time from Incident Report.

**EXAMPLE:** A Priority Level 1 incident with a two (2) hour Service Level Threshold would be escalated to the relevant Principal Service Manager automatically when one (1) hour has elapsed since it was initially logged in accordance with this Call-Off Schedule.

**6. SERVICE LEVEL PERFORMANCE CRITERIA****6.1. Availability of Services**

- 6.1.1. The Availability requirements during Agreed Service Times are based on the requirement for the Services to have the ability to both receive calls from individuals in all UKCs and Crown Dependencies on all activated telephony providers and deliver calls to a 111 Contact Centre or (as required in the Order Form or pursuant to a CAN) an NPFS Contact Centre on time, all of the time.
- 6.1.2. Availability shall be measured separately for each of the Supplier 111 Services and the Supplier NPFS Services by two (2) Availability Service Measures:
  - 6.1.2.1. Availability of Core Functionality; and
  - 6.1.2.2. Availability of Full Functionality.
- 6.1.3. The Supplier 119 Service will only be measured on Full Functionality as the Deliverables do not include Core Functionality.
- 6.1.4. Achieved Availability is calculated as a percentage of the total time in a Service Period that the relevant Services should have otherwise been Available to the Buyer using the following formula:

**Core Functionality Availability**

Achieved Availability = **(MP – SD) x 100**

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**MP**

where:

MP = total time within the relevant Service Period; and

SD = total Service Downtime within the relevant Service Period during which all or part of the relevant Service is Unavailable which causes the Core Functionality to be Unavailable.

**Full Functionality Availability**Achieved Availability = **(MP – PD - SD) x 100****MP**

where:

MP = total time within the relevant Service Period; and

SD = total Service Downtime within the relevant Service Period during which all or part of the relevant Service is Unavailable which causes Full Functionality to be Unavailable.

Planned Downtime (PD) = total time within the relevant Service Period that the Buyer and Supplier have agreed will be utilised by the Supplier to undertake work on those parts of the Services that exclude the Core Functionality (for the avoidance of doubt, the Supplier at all times during the Agreed Service Time provide the Core Functionality) as set out in the relevant Operational Change Note meaning that the Full Functionality is Unavailable. All PD shall be agreed using the Operational Change process set out in Call-Off Schedule 24 (Change Control Procedure) with a minimum of ten (10) Working Days' notice by the Supplier unless the Buyer agrees to a shorter period of notice and this is set out in the OCN. All PD work shall be set out in the relevant OCN and:

- 6.1.4.1. carried out between the hours of 11:00 and 13:00 Tuesday to Thursday with PD work carried out at any other time constituting a period of SD unless otherwise Approved in advance by the Buyer in the relevant OCN;
- 6.1.4.2. be for a maximum of one (1) two (2) hour period per Calendar Quarter aggregating up to eight (8) hours per Call-Off Contract Year. The Supplier may request for PD work to be aggregated to allow for up to two (2) four (4) hour periods in a single quarter so long as no PD work has

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

already been carried out in a previous quarter and no further PD work shall be carried out in a later quarter in each case in the same Call-Off Contract Year;

6.1.4.3. carried out within the time period that is agreed in the relevant OCN with any difference between the agreed time period and the actual time that it takes for the relevant piece of PD work to be completed constituting SD unless the reason for the difference in agreed and actual PD is due to the Buyer failing to act in accordance with its obligations under this Call-Off Contract and /or in the relevant OCN;

6.1.4.4. in relation to the Supplier NPFS Services shall not be carried out during a period of NPFS Operation unless otherwise agreed in advance by the Buyer in writing. Except where the Buyer has given its written Approval, any time that all or part of the Supplier NPFS Service is Unavailable during a period of NPFS Operation shall be classed as SD. Any request for PD during a period of NPFS Operation should be postponed wherever possible and the Buyer retains the right to reject such a request in any event;

6.1.4.5. Both Availability Service Measures will be used to measure the Availability of the Supplier 111 Services and the Supplier NPFS Services independently and in each case Service Credits and other remedies may be claimed concurrently against either of the Availability Service Measures.

6.1.5. Availability for the Service Desk shall be measured as set out in Annex 1 of Part B to this Call-Off Schedule.

**6.2. Incident Resolution**

6.2.1. The Supplier shall ensure that Incidents are resolved within the Maximum Incident Resolution Time.

6.2.2. Maximum Incident Resolution Times are determined by the Priority Levels as set out in Paragraph 5.2 of this Part B of this Call-Off Schedule. The Maximum Incident Resolution Time is

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

measured from the time determined in accordance with Paragraph 5.4 of this Part B of this Call-Off Schedule.

- 6.2.3. Each Incident will either be Resolved within the Maximum Incident Resolution Time, or it will not; and will be reported as such by the Supplier. The time taken to resolve the Incident is not material to this Service Level Performance Criteria.
- 6.2.4. Instead of monitoring Supplier performance on an Incident by Incident basis, each Incident Service Measure will be measured over a Service Period basis by the percentage of Achieved Incident Resolution. The Incident Resolution time shall be calculated in accordance with Paragraphs 5.4 and 5.7 of this Part B of this Call-Off Schedule.
- 6.2.5. Achieved Incident Resolution is calculated as a percentage of the total number of Incidents in a Service Period that should have been resolved within the Maximum Incident Resolution Time using the following formula:

$$\text{Achieved Incident Resolution \%} = \frac{(\text{TI} - \text{FI})}{\text{TI}} \times 100$$

TI

Where:

TI means the total number of Incidents raised during the Service Period; and

FI means the total number of Incidents raised by the Buyer during the Service Period that were not resolved within the Maximum Incident Resolution Time.

Where an Incident is reported outside the Agreed Service Time, the Incident will be treated as if it has been reported at the beginning of the next Working Day.

- 6.2.6. The Incident will only be deemed to be Resolved once the Services are Available. However, the Supplier shall not formally close any Incident until the requirements of Paragraph 5.7 of this Part B of this Call-Off Schedule have been met.

**6.3. Blocking**

- 6.3.1. The Buyer requires the Service to handle large volumes of calls which, at times, can be unpredictable. The Service must be equally accessible to callers all the time. The Supplier shall ensure that in any Service Period the permitted level of blocking is less than the applicable Service Level Threshold.

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 6.3.2. The level of blocking shall be calculated by using Erlang B, to ensure a blocking probability is no greater than 0.001%.

**6.4. Management Information**

- 6.4.1. The provision of Management Information is by way of either:  
(i) the Supplier provision of Management Information reports using a database that collates the MI; or (ii) direct access to the Management Information database by the Buyer via a Datamart, each as set out in Call-Off Schedule 20 (Call-Off Specification) or otherwise in this Call-Off Contract at any time.
- 6.4.2. The Service Measure and Service Level Thresholds for the provision of Management Information are set out in Annex 1 of Part B to this Call-Off Schedule.
- 6.4.3. The MI Availability Measure for the provision of Management Information shall be calculated as follows:

**MI Availability Measure**

$$\text{MI Availability} = \frac{(\text{MP} - \text{PD} - \text{SD})}{\text{MP}} \times 100$$

**MP**

where:

MP = total time within the relevant Service Period; and

SD = total Service Downtime within the relevant Service Period during which there is a defect in or failure of the database that collates the MI or the reporting tool that enables the database to be accessed such that direct access to the Management Information Database is Unavailable.

Planned Downtime (PD) = total time within the relevant Service Period that the Buyer and Supplier have agreed will be utilised by the Supplier to undertake work on those parts of the Services relating to the database that collates the MI or the reporting tool that enables the database to be accessed as set out in the relevant Operational Change Note meaning that direct access to the Management Information database is Unavailable. All PD shall be agreed using the Operational Change process set out in Call-Off Schedule 24 (Change Control Procedure) with a minimum of ten (10) Working Days' notice by the Supplier unless the Buyer agrees to a shorter period of notice and this is set out in the OCN.

All PD work shall be set out in the relevant OCN and:

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 6.4.3.1. carried out between the hours of 11:00 and 13:00 Tuesday to Thursday with PD work carried out at any other time constituting a period of SD unless otherwise Approved in advance by the Buyer in the relevant OCN;
- 6.4.3.2. be for a maximum of one (1) two (2) hour period per Calendar Quarter aggregating up to eight (8) hours per Call-Off Contract Year. The Supplier may request for PD work to be aggregated to allow for up to two (2) four (4) hour periods in a single quarter so long as no PD work has already been carried out in a previous quarter and no further PD work shall be carried out in a later quarter in each case in the same Call-Off Contract Year;
- 6.4.3.3. carried out within the time period that is agreed in the relevant OCN with any difference between the agreed time period and the actual time that it takes for the relevant piece of PD work to be completed constituting SD unless the reason for the difference in agreed and actual PD is due to the Buyer failing to act in accordance with its obligations under this Call-Off Contract and /or in the relevant OCN; and
- 6.4.3.4. in relation to the Supplier NPFS Services shall not be carried out during a period of NPFS Operation unless otherwise agreed in advance by the Buyer in writing. Except where the Buyer has given its written Approval, any time that all or part of the Supplier NPFS Service is Unavailable during a period of NPFS Operation shall be classed as SD. Any request for PD during a period of NPFS Operation should be postponed wherever possible and the Buyer retains the right to reject such a request in any event.
- 6.4.4. The MI Availability Measure will be used to measure the Availability of the database that collates the MI or the reporting tool that enables the database to be accessed of the Supplier 111 Services and the Supplier NPFS Services independently and Service Credits and other remedies may be claimed concurrently against either of the Availability Service Measures.
- 6.4.5. Notwithstanding the provisions of this Paragraph 6.4, Service Credits in respect of MI Availability shall be measured and

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

calculated by reference to hours of outage in accordance  
Paragraph 7.12 of this Part B of this Call-Off Schedule.

**6.5. Changes**

- 6.5.1. The Change Control Procedure (and applicable timescales required for completion of the same) is set out in Call-Off Schedule 24 (Change Control Procedure).
- 6.5.2. The Service Measure and Service Level Thresholds for Changes are set out in Paragraph 5 of Annex 1 of Part B to this Call-Off Schedule.
- 6.5.3. The Achieved Rate for Change Processes being completed by the Supplier in accordance with the required timescales set out in the Change Control Procedure is calculated as a percentage of the total number of Change processes in a Service Period using the following formula:

$$\text{Achieved Rate for Change Processes \%} = \frac{(TI - FI)}{TI} \times 100$$

TI

Where:

TI means the total number of Change processes being completed by the Supplier during the Service Period; and

FI means the total number of Change processes being completed by the Supplier during the Service Period that were not completed within the required timescales set out in the Change Control Procedure.

**6.6. Provisioning**

- 6.6.1. Any delivery of Services or part thereof pursuant to a Change Authorisation Note will be subject to the Service Levels unless otherwise stated in the applicable Change Authorisation Note that incorporates those changes.
- 6.6.2. Any delivery of Services or part thereof pursuant to any other procedure set out in this Call-Off Contract, including Service Requests and Operational Changes, will be:
  - 6.6.2.1. subject to the Service Levels unless otherwise stated in the applicable approved and signed documentation relating to any such delivery of Services or the Call-Off Catalogue (where applicable); and



**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

6.6.2.2. delivered in accordance with any Provisioning timescales set out therein.

6.6.3. The Service Measure and Service Level Thresholds for Provisioning are set out in Paragraph 6 of Annex 1 of Part B to this Call-Off Schedule.

6.6.4. The Achieved Rate for Provisioning being completed by the Supplier in accordance with the required timescales set out in the applicable approved and signed documentation or the Call-Off Catalogue (where applicable) is calculated as a percentage of the total number of Provisioning processes in a Service Period using the following formula:

$$\text{Achieved Rate for Provisioning \%} = \frac{(TI - FI)}{TI} \times 100$$

TI

Where:

TI means the total number of Provisioning processes being completed by the Supplier during the Service Period; and

FI means the total number of Provisioning processes being completed by the Supplier during the Service Period that were not completed within the required timescales set out in the applicable approved and signed documentation or the Call-Off Catalogue (where applicable).

## 6.7. Other Quality measures

### 6.7.1. Voice Service

6.7.1.1. The Service Measure and Service Level Thresholds for the quality of the Voice Service are set out in Annex 1 of Part B to this Call-Off Schedule.

6.7.1.2. The Mean Opinion Score for the Voice Service shall be calculated for calls delivered across the Supplier Core Telephony Network. The Voice Service quality will be measured on a Monthly basis and the Reporting Period will be Monthly. The “**Supplier Core Telephony Network**” is defined as any part of the Supplier’s network used to deliver the Voice Service that can be controlled by the Supplier up to and including the ingress trunk on the Supplier’s network to the egress trunk on the Supplier’s network to each Contact Centre.

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**6.7.2. Video Consultation Service**

6.7.2.1. The Service Measure and Service Level Thresholds for the Video Consultation service are set out in Annex 1 of Part B to this Call-Off Schedule.

6.7.2.2. The quality measurement for the Video Consultation service shall be calculated using the periods and measures as agreed between the Buyer and the Supplier in accordance with the Change Control Procedure within the Change Authorisation Note in respect of the Video Consultation Service.

**6.8. NLP**

6.8.1. The Service Measure and Service Level Thresholds for NLP are set out in Annex 1 of Part B to this Call-Off Schedule.

The Availability for the NLP Services will be calculated separately for the Supplier 111 NLP Service and the Supplier NPFS NLP Service.

6.8.2. The Availability for each of the NLP Services (comprising the Digital Worker Platform and the cognitive voice engine e.g. Google dialogue flow) in a Service Period shall be calculated using the following formula:

$$\text{Achieved Availability} = \frac{(\text{MP} - \text{PD} - \text{SD})}{\text{MP}} \times 100$$

MP

where:

MP = total time within the relevant Service Period; and

SD = total Service Downtime within the relevant Service Period during which all or part of the relevant NLP Service is Unavailable which causes the relevant NLP Service to be Unavailable.

Planned Downtime (PD) = total time within the relevant Service Period that the Buyer and Supplier have agreed will be utilised by the Supplier to undertake work on the relevant NLP Service as set out in the relevant Operational Change Note meaning that the relevant NLP Service is Unavailable. All PD shall be agreed using the Operational Change process set out in Call-Off Schedule 24 (Change Control Procedure) with a minimum of ten (10) Working Days' notice by the Supplier unless the Buyer agrees to a shorter period of notice

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

and this is set out in the OCN. All PD work shall be set out in the relevant OCN and:

6.8.2.1. carried out within the time period that is agreed in the relevant OCN with any difference between the agreed time period and the actual time that it takes for the relevant piece of PD work to be completed constituting SD unless the reason for the difference in agreed and actual PD is due to the Buyer failing to act in accordance with its obligations under this Call-Off Contract and /or in the relevant OCN; and

6.8.2.2. in relation to the Supplier NPFS NLP Services shall not be carried out during a period of NPFS Operation unless otherwise agreed in advance by the Buyer in writing. Except where the Buyer has given its written Approval, any time that all or part of the Supplier NPFS NLP Service is Unavailable during a period of NPFS Operation shall be classed as SD. Any request for PD during a period of NPFS Operation should be postponed wherever possible and the Buyer retains the right to reject such a request in any event.

6.8.3. The Achieved Success Rate for NLP Calls in a Service Period shall be calculated using a success/failure measure from the speech engine delivered as an ITK message from the Supplier's CVP Platform to the Buyer. This will be measured for each User Case using the following formula:

$$\text{Achieved Success Rate for NLP Calls \%} = \frac{(TI - (T1 - FI))}{TI} \times 100$$

Where:

TI means the total number of calls using NLP during the Service Period; and

FI means the total number of calls using NLP during the Service Period being successfully completed by the Supplier during the Service Period using NLP evidenced by delivery of an ITK message.

Note: This measurement will exclude NLP Calls abandoned by the User.

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**6.9. Home Working Service – Future Service**

- 6.9.1. Any Service Levels, Service Credits and Service performance criteria for the Home Working Service (Future Service) will be agreed in accordance with the Change Control Procedure when required by the Buyer.

**7. SERVICE CREDITS**

- 7.1. This section sets out the basic agreed formula used to calculate a Service Credit payable to the Buyer as a result of a Service Level Failure in a given Service Period.
- 7.2. Service Credit payments are subject to the Service Credit Cap. Where, pursuant to Call-Off Schedule 12 (Clustering) Service Credits are payable directly to a Cluster Member, the cap on the Service Credits payable to such Cluster Member shall in each Call-Off Contract Year, be twenty five percent (25%) of the aggregate Charges (excluding the Variable Usage Charges) payable to the Supplier by such Cluster Member under this Call-Off Contract. The cap on the Service Credits payable to a Cluster Member as set out in this Paragraph 7.2 shall form part of the overall Service Credit Cap and shall not be in addition to such Service Credit Cap.
- 7.3. Annex 1 to this Part B to this Call-Off Schedule details the Service Credits available for each Service Level Performance Criterion in the event that the applicable Service Level Threshold is not met by the Supplier or the or Maximum Incident Resolution Time is exceeded.
- 7.4. The Buyer shall use the Performance Monitoring Reports supplied by the Supplier under Part C (Performance Monitoring) of this Call-Off Schedule to verify the calculation and accuracy of any Service Credits applicable to each Service Period.
- 7.5. Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the next available invoice (or such invoice or invoices as the Buyer may notify to the Supplier) in accordance with the calculation formula in Annex 1 of Part B to this Call-Off Schedule. If no further invoice is due to be issued then the Supplier shall issue a credit note to the Buyer (as applicable) for a sum equal to any such Service Credits then outstanding or against a previous invoice (or at the Buyer's option, the Buyer shall issue an invoice for the applicable sum) and the amount for the Service Credits shall be repayable by the Supplier as a debt within the same period as applies to the payment of the Supplier's undisputed invoices under this Call-Off Contract. For the avoidance of doubt, where the Buyer pays the full amount of any invoice this shall not be construed as acceptance that no Service Credits are payable against the Services delivered under the applicable invoice.

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 7.6. Any Service Credits due for the same failure will not be payable twice. Unless otherwise provided the Buyer shall in its sole discretion determine which Service Credits shall be payable in respect of any one (1) failure.
- 7.7. Any Service Credits due from the Supplier under this Call-Off Contract in respect of a particular Service will be apportioned between the Buyer and Cluster Members as set out in Call-Off Schedule 12 (Clustering) and paid in accordance with the same.
- 7.8. The applicability of Service Credits is set out in the tables of Annex 1 of Part B to this Call-Off Schedule and the amount of Service Credit is determined by the tables in Paragraphs 7.9 and 7.10 of this Part B of this Call-Off Schedule.

7.9.

7.10

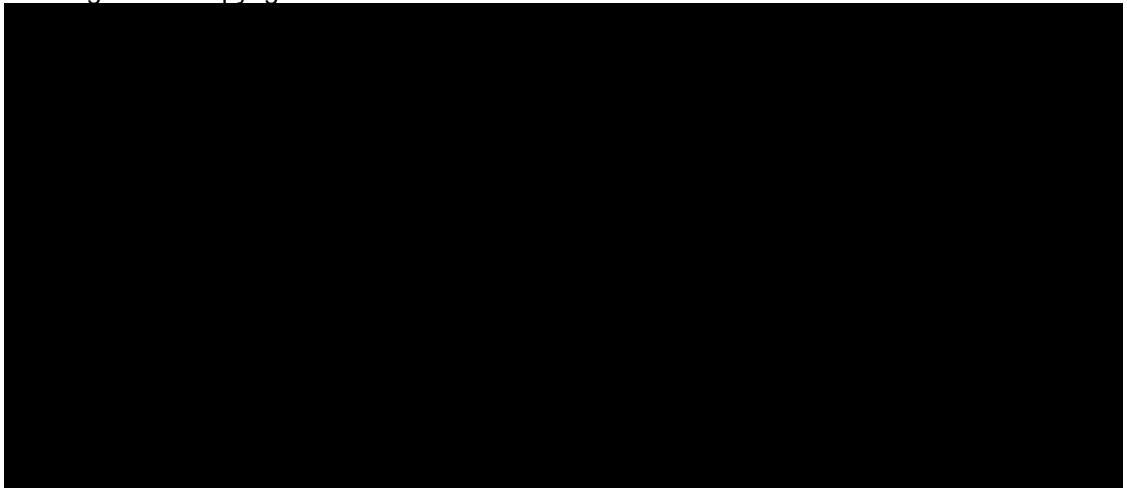
7.11

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

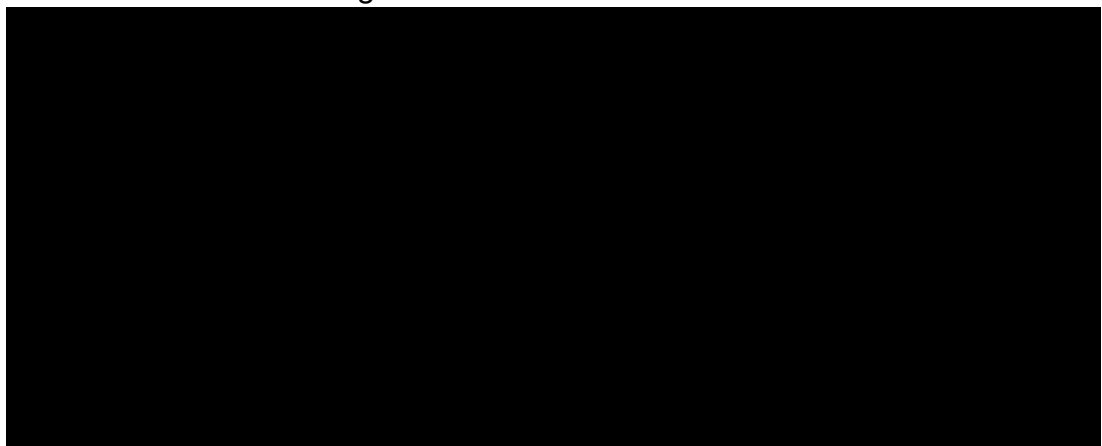


7.11.2. Should a service outage leading to a loss of Availability also result in a loss of Management Information the loss of service Availability takes precedence when calculating the relevant Service Credits.

7.11.3. Should there be multiple but separate losses of Availability and Management Information Service Credits shall accumulate for both subject to the Service Credit Cap.

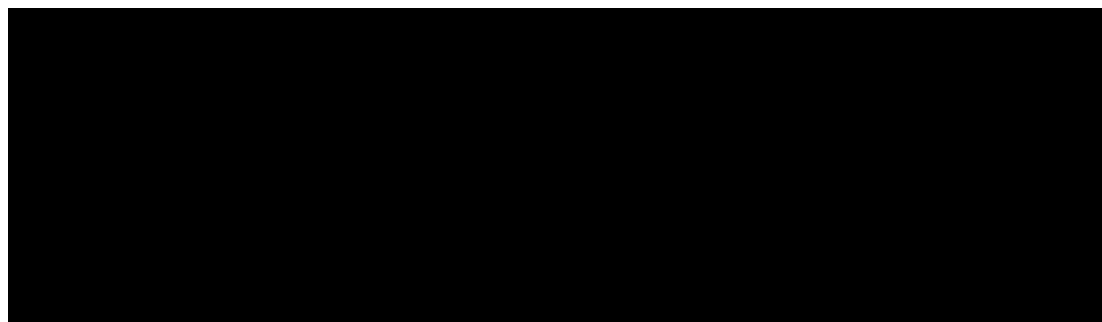
**7.12. Management Information**

The Service Credit regime for MI is as follows:



**7.13 NLP**

The Service Credit regime for NLP service availability is as follows:



**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



## Call-Off Schedule 14 (Service Levels)

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**PART B ANNEX 1: LONG FORM SERVICES LEVELS AND SERVICE CREDITS  
TABLE**

## 1. AVAILABILITY

### 1.1. **Services** (excluding the Service Desk)

The Availability Service Measure in respect of Full Functionality has a corresponding Service Credit in Paragraph 7.10 of Part B of this Call-Off Schedule.



**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

The above Service Measure shall be calculated by the Service Elements, namely: a) Contact Centre and Enterprise Telephony b) Voice Recording c) Workforce Management and d) Report Data Management.

### 1.2. Service Desk

| <b>Service Measure</b>              | <b>Service Level Threshold</b>                                                                                                            | <b>Service Failure Threshold</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Service Credits</b> |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Supplier Service Desk response time | 90% of calls answered within 20 seconds<br>and<br>98% calls answered within 60 seconds<br>(where “answered” is answered by a human being) | Where the Supplier NPFS Services are provided but are not in NPFS Operation:<br>(i) Failure to meet the Service Level Threshold for any three (3) consecutive Months or any four (4) separate Months in a 12-Month rolling period; or<br>(ii) 50% of calls answered in 61 seconds or more within any Monthly Service Period;<br><br>Where Supplier NPFS Services are in NPFS Operation:<br>(i) Failure to meet the Service Level Threshold for any three (3) consecutive weeks or any | No                     |

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|  |                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                    |                                                                                                                                                  |  |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  |                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                    | four (4) separate weeks in a 12-week rolling period; or<br><br>(ii) 50% of calls answered in 61 seconds or more within any weekly Service Period |  |
|  | 100% of emails acknowledged within one (1) Working Day except where the email relates to information requested as part of an on-going fault investigation (call) – they should be acknowledged to within five (5) minutes (or such other period as is commensurate to the criticality/severity of the fault), (where “acknowledged” is a non-automated response). | Less than 95% of emails acknowledged within one (1) Working Day or five (5) minutes if related to an on-going fault investigation. | No                                                                                                                                               |  |

**2. INCIDENT RESOLUTION**

| Priority | Service Measure | Maximum Incident Resolution Time | Agreed Service Time | Service Level Threshold | Service Failure Threshold where the Supplier NPFS Services are | Service Failure Threshold where the Supplier NPFS Services are in | Service Credits |
|----------|-----------------|----------------------------------|---------------------|-------------------------|----------------------------------------------------------------|-------------------------------------------------------------------|-----------------|
|----------|-----------------|----------------------------------|---------------------|-------------------------|----------------------------------------------------------------|-------------------------------------------------------------------|-----------------|

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|    |                                                                                                                                                |          |          |  |                                               | provided but are not in NPFS Operation                                           | NPFS Operation and weekly measurement and reporting is in place |                                             |
|----|------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|--|-----------------------------------------------|----------------------------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------|
| P0 | Loss of a Component of the Service resulting in a total loss of Service.                                                                       | 1 hour   | 24/7/365 |  |                                               | Of all Incidents reported, 75% or less within Maximum Incident Resolution Time - | 65%                                                             | No except for Management Information outage |
| P1 | Loss of a Component of the Service resulting in inability to route calls from a specific origin or deliver calls to a specific Contact Centre. | 2 hours  | 24/7/365 |  | 95% within Maximum Incident Resolution Time - |                                                                                  |                                                                 |                                             |
| P2 | Loss of a Component of the Service resulting in loss of resilience or Management Information outage.                                           | 4 hours  | 24/7/365 |  |                                               |                                                                                  |                                                                 |                                             |
| P3 | Loss of a Component of the Service resulting in                                                                                                | 24 hours | 24/7/365 |  |                                               |                                                                                  |                                                                 |                                             |

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|    |                                                                           |                |          |  |  |  |  |
|----|---------------------------------------------------------------------------|----------------|----------|--|--|--|--|
|    | degraded performance.                                                     |                |          |  |  |  |  |
| P4 | An error which has little or no effect upon functionality or performance. | 2 Working Days | 24/7/365 |  |  |  |  |

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

OFFICIAL

Engrossment version – 27.01.2022

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**3. BLOCKING**

| <b>Service Measure</b> | <b>Service Level Threshold</b> | <b>Service Failure Threshold</b>                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Service Credits</b> |
|------------------------|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Blocking               | Less than 0.001%               | Where the Supplier NPFS Services are provided but are not in NPFS Operation, exceeding the Service Level Threshold for any three (3) consecutive Months or any four (4) separate Months in a 12-Month rolling period;<br><br>or<br><br>Where the Supplier NPFS Services are provided and are in NPFS Operation, exceeding the Service Level Threshold for any three (3) consecutive weeks or any four (4) separate weeks in a 12-week rolling period. | No                     |

**4. MANAGEMENT INFORMATION**

| <b>Service Measure</b>                                                                                                     | <b>Service Level Threshold</b>                                                                            | <b>Service Failure Threshold where the Supplier NPFS Services are provided but are not in NPFS Operation</b> | <b>Service Failure Threshold where the Supplier NPFS Services are in NPFS Operation and weekly measurement and reporting is in place</b> | <b>Service Credits</b> |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| A defect in or failure of the database that collates the MI or the reporting tool that enables the database to be accessed | 99% measured Monthly where Supplier NPFS Services are not in NPFS Operation and weekly when Supplier NPFS | 75%                                                                                                          | 65%                                                                                                                                      | Yes                    |

OFFICIAL

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|  |                                 |  |  |  |
|--|---------------------------------|--|--|--|
|  | Services are in NPFS Operation. |  |  |  |
|--|---------------------------------|--|--|--|

**5. CHANGES**

| Service Measure                           | Service Level Threshold | Service Failure Threshold | Service Credits |
|-------------------------------------------|-------------------------|---------------------------|-----------------|
| Change process target completion time met | 97%                     | 75%                       | No              |

**6. PROVISIONING**

| Service Measure                                 | Service Level Threshold | Service Failure Threshold | Service Credits |
|-------------------------------------------------|-------------------------|---------------------------|-----------------|
| Provisioning process target completion time met | 97%                     | 75%                       | No              |

**7. QUALITY****7.1. Data Services**

7.1.1. Where the Buyer has procured Services that include data services (including data collected for the purposes of NLP and any image transfer), the following provisions will apply:

7.1.1.1. the Services will only be deemed to have been Delivered once the Buyer has tested and accepted the quality of the data service;

7.1.1.2. subsequent to any Operational Service Commencement Date, where the Buyer believes the quality of the data service is not acceptable:

- (i) an Incident will be raised with the Service Desk;
- (ii) the Supplier shall investigate the Incident;
- (iii) subsequent to the investigation, if:

OFFICIAL

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- (a) a fault is found, the Incident is Resolved as any other Incident;
  - (b) a fault is not found, and the Buyer still believes the quality of the data service is unacceptable, the Supplier shall evidence to the Buyer that the data service complies with relevant Standards.
- (iv) In the event that a fault is not found and the Supplier cannot evidence to the satisfaction of the Buyer that the data service complies with relevant Standards, the Service will be deemed Unavailable from the time that the Incident was first raised with the Service Desk and the Incident Resolution Time will be accordingly measured from that time.

**7.2. Voice Service**

7.2.1. Where the Buyer has procured Services that include voice services, the following provisions will apply:

7.2.1.1. the Services will only be deemed to have been Delivered once the Buyer has tested and accepted the quality of the voice service;

7.2.1.2. subsequent to any Operational Service Commencement Date, where the Buyer believes the quality of the voice service is not acceptable:

- (i) an Incident will be raised with the Service Desk;
- (ii) the Supplier shall investigate the Incident;
- (iii) subsequent to the investigation, if:
  - (a) a fault is found, the Incident is Resolved as any other Incident;
  - (b) a fault is not found, and the Buyer still believes the quality of the voice service is unacceptable, the Supplier shall evidence to the

OFFICIAL



**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Buyer that the voice service complies with relevant Standards and meets or exceeds the Mean Opinion Score for voice quality.

- (iv) In the event that a fault is not found and the Supplier cannot evidence to the satisfaction of the Buyer that the voice service complies with relevant Standards and meets or exceeds the Mean Opinion Score for voice quality, the Service will be deemed to have failed the Service Measure and the Service will be deemed Unavailable from the time that the Incident was first raised with the Service Desk and the Incident Resolution Time will be accordingly measured from that time.



**7.3. Video Consultation Service**

7.3.1. Where the Buyer has procured Services that include video services, the following provisions will apply:

7.3.1.1. the Services will only be deemed to have been Delivered once the Buyer has tested and accepted the quality of the video service;

7.3.1.2. subsequent to any Operational Service Commencement Date, where the Buyer believes the quality of the video service is not acceptable:

(i) an Incident will be raised with the Service Desk;

(ii) the Supplier shall investigate the Incident;

(iii) subsequent to the investigation, if:

OFFICIAL

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- (a) a fault is found, the Incident is Resolved as any other Incident;
- (b) a fault is not found, and the Buyer still believes the quality of the video service is unacceptable, the Supplier shall evidence to the Buyer that the video service complies with relevant Standards and meets or exceeds the Mean Opinion Score for video quality.
- (iv) In the event that a fault is not found and the Supplier cannot evidence to the satisfaction of the Buyer that the video service complies with relevant Standards and meets or exceeds the Service measure for video quality, the Service will be deemed to have failed the Service Measure and the Service will be deemed Unavailable from the time that the Incident was first raised with the Service Desk and the Incident Resolution Time will be accordingly measured from that time.

7.3.2. Any applicable Service Levels and / or Service measures relating to quality of the Video Consultation Services shall be agreed via the Change Control Procedure and set out in the Change Authorisation Note when the Video Consultation Service is required by the Buyer.

**7.4. NLP**

7.4.1. Where the Buyer has procured Services that include NLP, the following provisions will apply:

7.4.1.1. the Services will only be deemed to have been Delivered once the Buyer has tested and accepted the quality of the relevant NLP user case;

7.4.1.2. subsequent to any Operational Service Commencement Date, where the Buyer believes the quality of the relevant NLP user case is not acceptable:

- (i) an Incident will be raised with the Service Desk;

OFFICIAL

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- (ii) the Supplier shall investigate the Incident;
- (iii) subsequent to the investigation, if:
  - (a) a fault is found, the Incident is Resolved as any other Incident;
  - (b) a fault is not found, and the Buyer still believes the quality of the NLP is unacceptable, the Supplier shall evidence to the Buyer that the NLP complies with relevant Standards and meets or exceeds the Service Level Threshold for the Achieved Success Rate for NLP Calls.



**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 7.4.2. The Service Levels applicable to the 111 NLP Services and the Supplier NPFS NLP Services in respect of each Use Case will only become effective from Approval of the relevant elements of the NLP Services following a 12-month build, deploy and tuning period from the date each such NLP Service element is ordered through a Change Authorisation Note. Milestones and Milestone Payments will be defined within the Change Authorisation Note outlining the deliverables and stages during this 12-month period.

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **PART B Annex 2: Critical Service Level Failure**

### **1. CRITICAL SERVICE LEVEL FAILURE**

- 1.1. A Critical Service Level Failure will be deemed to have occurred for a Service where any of the following events occur:
  - 1.1.1. the performance of such by the Supplier falling to, or below, the Service Failure Threshold in any Service Period; and/or
  - 1.1.2. the Supplier accruing a Repeat Failure count of two (2) or more.
- 1.2. In the event of a Critical Service Level Failure, the Buyer shall be entitled to terminate this Call-Off Contract for material Default.

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **PART C: Performance Monitoring**

### **1. PERFORMANCE MONITORING AND PERFORMANCE REVIEW**

- 1.1. Part C to this Call-Off Schedule provides the methodology for monitoring the provision of the Services:
  - 1.1.1. to ensure that the Supplier is complying with the Service Levels; and
  - 1.1.2. for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services (may also be referred to as a "**Performance Monitoring System**").
- 1.2. Within twenty (20) Working Days of the Call-Off Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties, subject always to the requirements of this Call-Off Schedule and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.3. The Performance Monitoring System shall comply with relevant provisions of the ITIL guidelines and the Documentation and include details of the following:
  - 1.3.1. notifications to the Supplier's Service Desk of Service Level Failures and other defects in the Supplier's performance and/or delivery of the Services;
  - 1.3.2. satisfaction surveys;
  - 1.3.3. performance review of the Services;
  - 1.3.4. Buyer audit;
  - 1.3.5. the processes and systems the Supplier shall put in place to monitor effectively its performance of the Services as against the Service Level Thresholds including using an industry recognised service desk tool and how Incidents and other defects in the Supplier's performance and/or delivery of the Services will be notified to the Supplier's Service Desk;
  - 1.3.6. the format and content of the Performance Monitoring Report (such content to include the information set out in Paragraph 1.6 of this Part C of this Call-Off Schedule); and
  - 1.3.7. how the Supplier shall comply with the obligations set out in this Call-Off Contract.

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 1.4. The Buyer may require, acting reasonably, and the Supplier must comply with requests for, routine changes to the Performance Monitoring System.
- 1.5. The Supplier shall report all failures to achieve Service Levels to the Buyer in accordance with the processes agreed in Paragraph 1.2 of this Part C of this Call-Off Schedule. The Supplier shall report all Critical Service Level Failures to the Buyer Authorised Representative immediately by email or other agreed method.
- 1.6. The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the format and process set out in the Performance Monitoring System and within ten (10) Working Days (or such other period as the Parties agree in writing) of the end of each applicable Reporting Period ("**Reporting Period**" to be defined as: "a Calendar Quarter or, during NPFS Operation, a week". "**Calendar Quarter**" to be defined as a period of three (3) Months ending on 31 March, 30 June, 30 September and 31 December each year. "**Weekly**" means a period of one (1) week beginning on 00:00 on a Monday and ending on 23:59 on a Sunday.
- 1.7. Such Performance Monitoring Report shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
  - 1.7.1. a list of all Services with their applicable Service Level Thresholds, Service Failure Thresholds and the Achieved Service Levels during the Reporting Period;
  - 1.7.2. a summary of all failures to achieve Service Levels that occurred during that Reporting Period;
  - 1.7.3. a list of all Incidents that (i) were open at the start of the Reporting Period; (ii) were opened during the Reporting Period; (iii) were resolved during the Reporting Period; and (iv) remain outstanding at the end of the Reporting Period and details of the Supplier's progress in resolving them. In all cases where an Incident has been resolved, such list shall include the time taken by the Buyer to resolve such Incidents and the extent of the impact of the Incidents in terms of number of callers;
  - 1.7.4. details of actions taken to resolve Incidents and to resolve underlying causes of any Incidents and reduce the likelihood of reoccurrence;
  - 1.7.5. details of any Critical Service Level Failures;
  - 1.7.6. for any Repeat Failures, actions taken to resolve the underlying cause and prevent recurrence; the Service Credits to be

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate;

- 1.7.7. any further information required in the Documentation; and
  - 1.7.8. such other details as the Buyer may reasonably require from time to time.
- 1.8. The Supplier shall provide the Buyer Representative with a Monthly written summary of the Service performance ("**Monthly Summary**"). A Monthly Summary is not required from the Supplier when it coincides with the time when a Performance Monitoring Report is also due from the Supplier. The Monthly Summary shall be provided by the Supplier to the Buyer Representative within ten (10) Working Days (or such other period as the Parties agree in writing) of the end of each Month. The Monthly Summary shall contain such details as the Buyer shall reasonably require including:
- 1.8.1. for each Service, the Service Level Threshold, Service Failure Threshold and the Achieved Service Level over the Month;
  - 1.8.2. a summary of all Incidents that occurred during the Month;
  - 1.8.3. which Incidents have been resolved and the time taken by the Supplier to resolve the same;
  - 1.8.4. which Incidents remain outstanding and the Supplier's progress in resolving them;
  - 1.8.5. the cause of the Incident and any action being taken by or on behalf of the Supplier to reduce the likelihood of recurrence; and
  - 1.8.6. any further information required in the Documentation.
- 1.9. In accordance with Paragraph 8.1.3 of Call-Off Schedule 15 (Call-Off Contract Management), the Performance Monitoring Report shall be reviewed at the Services Board Meeting that immediately follows its issue. Where required by the Buyer, the Parties shall in addition attend meetings to discuss Monthly Summaries (or Performance Monitoring Reports as appropriate) on a Monthly basis (for those Months where no Services Board is scheduled) and ad-hoc meetings with the Buyer Representative for the account as required. The Services Board Meetings (to the extent that performance is reviewed) the Monthly meetings and the ad-hoc meetings shall, together, be the "**Performance Review Meetings**". The Performance Review Meetings shall (unless otherwise approved):
- 1.9.1. take place within one (1) week (or such other period as is required to align with the Services Board meetings) of the

OFFICIAL



**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Performance Monitoring Reports or Monthly Summaries being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;

- 1.9.2. be attended by the Supplier Representative and the Buyer Representative; and
  - 1.9.3. the Buyer shall be entitled to raise any additional questions and/or request any further information regarding any Incident; and
  - 1.9.4. be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer Representative and any other recipients agreed at the relevant meeting.
- 1.10. The minutes of the preceding Performance Review Meeting will be reviewed and approved by both the Supplier Representative and the Buyer Representative at each meeting.
- 1.11. The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.
- 1.12. The Buyer and the Supplier may at the Buyer's sole option review the Service Level Thresholds in relation to the Services every six (6) Months (or such other period as required by the Buyer) (commencing from the Operational Service Commencement Date) throughout the Call-Off Contract Period and make any Changes in accordance with the Change Control Procedure to reflect changes in the Buyer's requirements.

**2. SATISFACTION SURVEYS**

- 2.1. In order to assess the level of performance of the Supplier, the Buyer may require the Supplier to undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables, the timing and content of which shall be at the direction of the Buyer. These satisfaction surveys may consider:
- 2.1.1. the assessment of the Supplier's performance by the Users against the Service Level Thresholds; and/or
  - 2.1.2. other suggestions for improvements to the Services.
- 2.2. The Supplier shall report to the Buyer on the level and detail of the responses to the satisfaction surveys undertaken in accordance with the Performance Monitoring System.

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 2.3. The Buyer may, at its option, undertake any Satisfaction Surveys. Where the Buyer does so, it shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Call-Off Contract.
- 2.4. The Supplier shall ensure that such measures are taken by it as are appropriate to achieve such improvements as soon as is reasonably practicable after notification from the Buyer that any aspects of its performance of the Services which the responses to the Satisfaction Surveys reasonably suggest are not meeting the Service Requirements and/or description of the Services.
- 2.5. All other suggestions for improvements to the Services shall be dealt with as part of the Supplier's services improvement obligations set out in Call-Off Schedule 3 (Continuous Improvement).

**3. RECORDS**

- 3.1. The Supplier shall keep appropriate documents, reports and records in relation to the Services in accordance with Clause 6 (Record keeping and reporting) of the Call-Off Contract and the provisions of Call-Off Schedule 33 (Processing Data) (insofar as the relevant documents, reports and records contain Personal Data), and the Supplier shall comply with the audit provisions set out in Clauses 6.3, 6.4, 6.6, 6.7 and 27.4 of the Call-Off Contract. Subject to the rest of this Paragraph 3.1 and Paragraph 3.2 of this Part C of this Call-Off Schedule, and without prejudice to the generality of Clause 6 (Record keeping and reporting) of the Call-Off Contract, the Supplier shall maintain accurate records of the Supplier's Service Desk call histories for a minimum of twelve (12) Months and provide prompt access to such records to the Buyer upon request. The records and documents of the Supplier shall be available for inspection by the Buyer and/or its nominee at any time and the Buyer and/or its nominee may make copies of any such records and documents. Insofar as the Service Desk call histories contain Personal Data, the Supplier shall irretrievably and securely destroy any Personal Data contained within such records or documents that is no longer required to be processed or retained following the end of each Call-Off Contract Year, and provide written certification to the Buyer of such destruction within thirty (30) days of the end of each Contract Year (as required by Call-Off Schedule 20 (Call-Off Specification)).
- 3.2. In addition to the requirement in Paragraph 3.1 of this Part C of this Call-Off Schedule, the Supplier shall provide to the Buyer such supporting documentation as the Buyer may reasonably require in order to verify the level of the performance of the Supplier before and after any applicable Operational Service Commencement Date and the calculations of the amount of Service Credits for any specified period.

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **PART C ANNEX 1: ADDITIONAL PERFORMANCE MONITORING REQUIREMENTS**

**NONE**

**Call-Off Schedule 15 (Call-Off Contract Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 15**

**CALL-OFF CONTRACT MANAGEMENT**

**Call-Off Schedule 15 (Call-Off Contract Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

# **Call-Off Schedule 15 (Call-Off Contract Management)**

## **1. INTRODUCTION**

- 1.1. The Parties recognise that their relationship needs to be managed in relation to this Call-Off Contract but also in the context of:
  - 1.1.1. the Framework Contract;
  - 1.1.2. the roles of the Project Manager and Contract Manager; and
  - 1.1.3. the other contracts with Other Suppliers.
- 1.2. The governance relationships set out in this Call-Off Contract therefore form part of the overall governance arrangements.
- 1.3. This Call-Off Schedule describes the procedures that shall be used to manage the relationship between the Buyer and the Supplier under this Call-Off Contract.
- 1.4. For the purposes of this Call-Off Schedule, references to the Buyer refers to the NHS Commissioning Board only and does not include any Cluster Member.

## **2. PROJECT MANAGEMENT**

- 2.1. The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Call-Off Contract through whom the provision of the implementation of the Services and the Deliverables (and any other implementation period arising as a result of the Change Control Procedure) shall be managed day-to-day.
- 2.2. The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Call-Off Contract can be fully realised.
- 2.3. The Supplier's Project Manager shall be:
  - 2.3.1. a member of the Key Staff and listed in Call-Off Schedule 7 (Key Supplier Staff);
  - 2.3.2. the primary point of contact to receive communication from the Buyer during implementation and will also be the person primarily responsible for providing information to the Buyer during implementation;
  - 2.3.3. able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to

OFFICIAL

**Call-Off Schedule 15 (Call-Off Contract Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

fulfil the Project Manager's responsibilities and obligations;  
and

2.3.4. able to cancel any delegation and recommence the position himself.

2.4. The Buyer shall notify the Supplier of the name of its Project Manager from time to time in writing and may vary its Project Manager at any time on written notice to the Supplier.

**3. ROLE OF THE CONTRACT MANAGER**

3.1. The Supplier and the Buyer shall each appoint a Contract Manager for the purposes of this Call-Off Contract through whom the provision of the Services and the Deliverables (including the Exit Management Function) shall be managed day-to-day.

3.2. The Supplier's Contract Manager shall be:

3.2.1. a member of the Key Staff and listed in Call-Off Schedule 7 (Key Supplier Staff);

3.2.2. the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.2.3. able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;  
and

3.2.4. able to cancel any delegation and recommence the position himself.

3.3. The Buyer may provide revised instructions to the Supplier's Contract Manager in regard to the Call-Off Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

3.4. Receipt of communication from the Supplier's Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Call-Off Contract.

3.5. The Buyer shall notify the Supplier of the name of its Contract Manager from time to time in writing and may vary its Contract Manager at any time on written notice to the Supplier.

OFFICIAL

**Call-Off Schedule 15 (Call-Off Contract Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**4. CONTRACT RISK MANAGEMENT**

- 4.1. Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 4.2. The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
  - 4.2.1. the identification and management of risks;
  - 4.2.2. the identification and management of issues;
  - 4.2.3. monitoring and controlling project plans;
  - 4.2.4. benefit management;
  - 4.2.5. exception management; and
  - 4.2.6. document control and management.
- 4.3. The Supplier allows the Buyer to inspect at any time within Working Hours the accounts and records which the Supplier is required to keep.
- 4.4. The Supplier will maintain a risk and issues register of the risks and issues relating to the Call-Off Contract which the Buyer and the Supplier have identified and shall submit such risk and issues register for review by both Parties at the Services Board meetings.

**5. ESTABLISHMENT OF THE BOARDS**

- 5.1. The Parties shall establish the Services Board, Supplier Review Board and Pandemic Board.
- 5.2. At the Buyer's discretion, CCS may be represented on, or may attend, particular meetings of the Boards.
- 5.3. Each Board may set up working groups with defined remits where the Board feels it is appropriate and which shall report back to the Board.

**6. BOARD STRUCTURE & REPRESENTATION**

- 6.1. The Annex to this Call-Off Schedule describes in relation to each Board:
  - 6.1.1. the Buyer's Board Members;
  - 6.1.2. the Supplier's Board Members; and
  - 6.1.3. subject to Paragraph 6.5 of this Call-Off Schedule, the frequency at which the Boards shall meet including the date, time and location of the first and subsequent Board meetings.

OFFICIAL

**Call-Off Schedule 15 (Call-Off Contract Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 6.2. Without prejudice to Call-Off Schedule 7 (Key Supplier Staff), if either Party wishes to replace any Board Member position, that Party shall notify the other in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing, it is intended that each Buyer Board Member has at all times a counterpart Supplier Board Member of equivalent seniority and expertise.
- 6.3. Each Party shall ensure that:
- 6.3.1. its Board Members attend Board meetings at which that Board Member's attendance is required; or
  - 6.3.2. if any Board Member is not able to attend a Board meeting, that Board Member shall use all reasonable endeavours to ensure that:
    - 6.3.2.1. a delegate attends the relevant Board meeting in his/her place who has the same authority in relation to that Board as the Board Member and (wherever possible) is properly briefed and prepared; and
    - 6.3.2.2. he/she is debriefed by such delegate after the relevant Board meeting.
- 6.4. The Buyer shall appoint a chairperson for each Board as identified in the Annex to this Call-Off Schedule. The chairperson (or his nominated representative) shall be responsible for:
- 6.4.1. scheduling the Board meetings;
  - 6.4.2. setting the agenda for the Board meetings and circulating to all attendees in advance of such meeting;
  - 6.4.3. chairing the Board meetings;
  - 6.4.4. monitoring the progress of any follow up tasks and activities agreed to be carried out following the Board meetings;
  - 6.4.5. ensuring that minutes for the Board meetings are recorded and disseminated electronically to the appropriate persons and to all the Board meeting participants within seven (7) Working Days after the Board meeting; and
  - 6.4.6. facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.
- 6.5. The Services Board and the Supplier Review Board shall meet at least:

OFFICIAL



**Call-Off Schedule 15 (Call-Off Contract Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 6.5.1. once a Month (commencing from the Call-Off Start Date until the first Operational Service Commencement Date); and
  - 6.5.2. once every three (3) Months (commencing from the first Operational Service Commencement Date),
- or more frequently if requested by the Buyer or in order to resolve any Dispute.
- 6.6. The Pandemic Board shall meet at least once a week (commencing from the NPFS Mobilisation date) or more frequently if requested by the Buyer.
  - 6.7. At the Buyer's discretion (acting reasonably), the Boards shall meet in person (either in London, Leeds or such other location notified to the Supplier by the Buyer at its absolute discretion), via telephone conference or via video-conference. Furthermore, nothing shall prevent the Buyer from electing (at its sole discretion and upon written notice to the Supplier) not to hold the Services Board and/or the Supplier Review Board and/or the Pandemic Board meetings when scheduled, or at all.
  - 6.8. Board meetings shall be quorate as long as at least one (1) representative from each Party is present.
  - 6.9. The Parties shall ensure, as far as reasonably practicable, that all the Boards shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before it. Each Party shall use reasonable endeavours to ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

**7. ROLE OF THE BOARDS**

- 7.1. Without prejudice to Part C (Performance Monitoring) of Call-Off Schedule 14 (Service Levels), the Services Board shall (unless agreed otherwise by the Parties in writing):
  - 7.1.1. be accountable for the management of the operational relationship between the Parties;
  - 7.1.2. report to the Supplier Review Board on non-service/technical issues and significant issues requiring decision and resolution by the Supplier Review Board;
  - 7.1.3. receive reports from the Contract Managers and Project Managers on matters such as issues relating to:
    - 7.1.3.1. the progress of implementation;

OFFICIAL

**Call-Off Schedule 15 (Call-Off Contract Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 7.1.3.2. Testing;
  - 7.1.3.3. Approvals;
  - 7.1.3.4. delivery of the Services;
  - 7.1.3.5. performance against Service Level Thresholds (including Performance Monitoring Reports, Incident Reports and Monthly Summaries);
  - 7.1.3.6. Service Credits incurred;
  - 7.1.3.7. Utilisation;
  - 7.1.3.8. future planning;
  - 7.1.3.9. billing issues and spend; and
  - 7.1.3.10. any security issues;
- 7.1.4. review and report to the Supplier Review Board on service management and any integration issues;
- 7.1.5. deal with the prioritisation of resources;
- 7.1.6. subject to Call-Off Schedule 36 (Dispute Resolution) consider and resolve Disputes (including Disputes as to the cause of a Delay to implementation or a failure in the performance of the Services) in the first instance and if necessary escalate the Dispute to the Supplier Review Board;
- 7.1.7. review the Data Retention Periods applicable to Personal Data processed by the Supplier pursuant to this Call-Off Contract (at not less than one Service Review meeting during each Call-Off Contract Year) to determine whether any Data Retention Periods need to be revised and implemented by the Supplier during the Call-Off Contract Period, and escalating to the Supplier Review Board on such matters (where necessary);
- 7.1.8. review Service Requests and Operational Changes; and
- 7.1.9. develop operational/Supplier relationship and develop and propose the relationship development strategy and ensure the implementation of the same.
- 7.2. The Supplier Review Board shall (unless agreed otherwise by the Parties in writing):

OFFICIAL

**Call-Off Schedule 15 (Call-Off Contract Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 7.2.1. review the Supplier's overall performance under and compliance with this Call-Off Contract;
- 7.2.2. review Contract Changes;
- 7.2.3. consider service improvements referred to it in accordance with Call-Off Schedule 3 (Continuous Improvement);
- 7.2.4. review matters (including Disputes) escalated or referred to it by the Services Board; and
- 7.2.5. from time to time request:
  - 7.2.5.1. copies of the BCDR Plan, BCDR Test Report, Review Reports and the Supplier's Proposals from the Supplier or the Buyer Representative; and
  - 7.2.5.2. reports from the individual appointed to the Exit Management Function and the Exit Manager(s) on each Party's compliance with Call-Off Schedule 10 (Exit Management), particularly in relation to the production and updating of the Exit Plan and the provision of any Termination Assistance.
- 7.3. Nothing shall prevent the Parties from merging the Supplier Review Board and the Services Board, if appropriate.
- 7.4. Nothing in this Call-Off Schedule shall entitle the Supplier to attend any "closed" sessions of the Board meetings.

OFFICIAL

**Call-Off Schedule 15 (Call-Off Contract Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Annex: Boards**

In accordance with this Call-Off Schedule, the following Board structures and representations shall apply:

### **Services Board**

|                                                      |  |
|------------------------------------------------------|--|
| Buyer Board Members (together with responsibilities) |  |
|------------------------------------------------------|--|

**Call-Off Schedule 15 (Call-Off Contract Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                               |  |
|---------------------------------------------------------------|--|
|                                                               |  |
| Supplier Board Members (together with responsibilities)       |  |
| Date, time and location of the first Services Board meeting   |  |
| Frequency of subsequent Services Board meetings               |  |
| Date, time and location of subsequent Services Board meetings |  |

**Supplier Review Board**

|                                                      |  |
|------------------------------------------------------|--|
| Buyer Board Members (together with responsibilities) |  |
|------------------------------------------------------|--|

OFFICIAL

**Call-Off Schedule 15 (Call-Off Contract Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                         |  |
|---------------------------------------------------------|--|
|                                                         |  |
| Supplier Board Members (together with responsibilities) |  |

**Call-Off Schedule 15 (Call-Off Contract Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                               |  |
|-----------------------------------------------|--|
|                                               |  |
| Start date for Supplier Review Board meetings |  |
| Frequency of Supplier Review Board meetings   |  |
| Location of Supplier Review Board meetings    |  |

**Pandemic Board**

|                                                      |  |
|------------------------------------------------------|--|
| Buyer Board Members (together with responsibilities) |  |
|------------------------------------------------------|--|

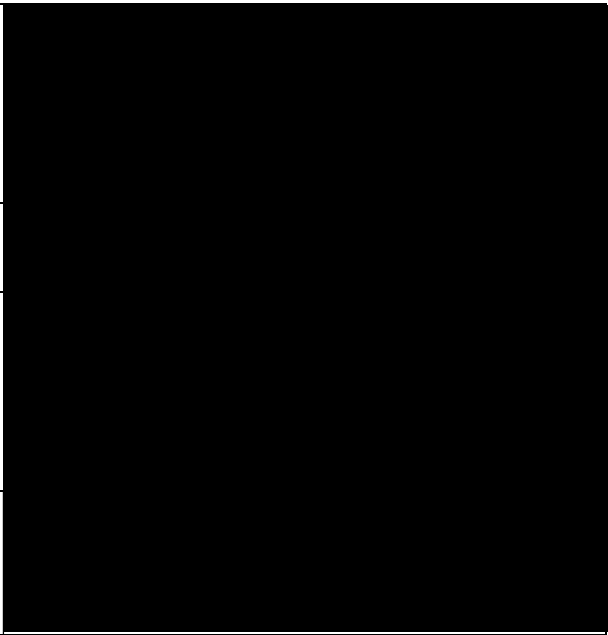
OFFICIAL

**Call-Off Schedule 15 (Call-Off Contract Management)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                         |                                                                                    |
|---------------------------------------------------------|------------------------------------------------------------------------------------|
| Supplier Board Members (together with responsibilities) |  |
| Start date for Pandemic Board meetings                  |                                                                                    |
| Frequency of Pandemic Board meetings                    |                                                                                    |
| Location of Pandemic Board meetings                     |                                                                                    |



**Call-Off Schedule 16 (Benchmarking)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 16**

**BENCHMARKING**

OFFICIAL

**Call-Off Schedule 16 (Benchmarking)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Call-Off Schedule 16 (Benchmarking)**

### **1. DEFINITIONS**

- 1.1. In this Call-Off Schedule, all defined terms are set out in Call-Off Schedule 23 (Definitions).

### **2. WHEN YOU SHOULD USE THIS CALL-OFF SCHEDULE**

- 2.1. This Call-Off Schedule shall apply where so specified by a Buyer that has undertaken a Further Competition.
- 2.2. The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables represent value for money to the taxpayer throughout the Call-Off Contract Period.
- 2.3. This Call-Off Schedule sets out to ensure the Call-Off Contract represents value for money throughout and that the Buyer may terminate the Call-Off Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraph 3 of this Call-Off Schedule.
- 2.4. Amounts payable under this Call-Off Schedule shall not fall with the definition of a Cost.
- 2.5. The Supplier expressly acknowledges that the outcome of any Benchmark Review shall not, under any circumstances, result in any:
- 2.5.1. increase to the Charges;
- 2.5.2. decrease in the Supplier's performance of any Services; or
- 2.5.3. reduction of any Service Failure Threshold or any Service Level Thresholds.

### **3. BENCHMARKING**

#### **3.1. How benchmarking works**

- 3.1.1. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Call-Off Schedule.
- 3.1.2. The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.3. The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Call-Off

OFFICIAL

**Call-Off Schedule 16 (Benchmarking)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Start Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.

- 3.1.4. The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.5. The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.6. Upon its request for a Benchmark Review the Buyer shall nominate a Benchmarker. The Supplier must Approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative Benchmarker. If the Parties cannot agree the appointment within twenty (20) Working Days of the initial request for Benchmark Review then a Benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.7. The costs and expenses of the Benchmarker and the Benchmark Review (including any costs and expenses incurred by CCS pursuant to sub-Paragraph 3.1.1 of this Call-Off Schedule) shall be shared equally between the Parties provided that each Party shall bear its own internal costs of the Benchmark Review except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Supplier shall bear the cost of the Benchmarker and Benchmark Review (other than the Buyer's internal costs of the Benchmark Review which shall be borne by the Buyer).
- 3.1.8. Invoices by the Benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

**3.2. Benchmarking Process**

- 3.2.1. The Benchmarker shall produce and send to the Buyer and the Supplier, for Approval, a draft plan for the Benchmark Review which must include:
  - 3.2.1.1. a proposed cost and timetable for the Benchmark Review;
  - 3.2.1.2. the scope of the Benchmarked Deliverables;

OFFICIAL

**Call-Off Schedule 16 (Benchmarking)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 3.2.1.3. a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose;
  - 3.2.1.4. details of the information required by the Benchmarker from each Party to conduct the Benchmark Review; and
  - 3.2.1.5. a description of how the Benchmarker will scope and identify the Comparison Group.
- 3.2.2. The Benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of Good Value and to carry out the Benchmark Review.
- 3.2.3. Each Party must give notice in writing to the other Party and the Benchmarker within ten (10) Working Days after receiving the draft plan, advising the Benchmarker and the other Party whether it Approves the draft plan, or, if it does not Approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the Benchmarker must act reasonably and produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 3.2.4. Once both Parties have Approved the draft plan then they will notify the Benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- 3.2.5. Once it has received the Approval of the draft plan, the Benchmarker shall:
  - 3.2.5.1. finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Benchmarker's professional judgment using:
    - (i) market intelligence;
    - (ii) the Benchmarker's own data and experience;
    - (iii) relevant published information; and
    - (iv) pursuant to sub-Paragraph 3.2.7 of this Call-Off Schedule, information from

OFFICIAL

**Call-Off Schedule 16 (Benchmarking)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

other suppliers or purchasers on  
Comparable Rates;

- 3.2.5.2. by applying the adjustment factors listed in sub-Paragraph 3.2.7 of this Call-Off Schedule and from an analysis of the Comparable Rates, derive the Equivalent Data;
- 3.2.5.3. using the Equivalent Data, calculate the Upper Quartile;
- 3.2.5.4. determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6. The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the Benchmarking in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates. If the Supplier fails to provide any material information requested from it by the Benchmarking and does not promptly remedy such failure once such omission has been identified such failure shall constitute a material Default for the purposes of Clause 10.4 (When CCS or the Buyer can end a contract) of the Call-Off Contract (as amended by Annex 1 of the Order Form).
- 3.2.7. In carrying out the benchmarking analysis the Benchmarking may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
  - 3.2.7.1. the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
  - 3.2.7.2. exchange rates;
  - 3.2.7.3. any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.
- 3.2.8. The Benchmarking shall act as an expert and not as an arbitrator.

OFFICIAL

**Call-Off Schedule 16 (Benchmarking)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**3.3. Benchmarking Report**

3.3.1. Not used.

3.3.2. The Benchmarker shall prepare a draft Benchmarking Report and deliver it to the Buyer and Supplier, at the time specified in the plan Approved pursuant to Paragraph 3.2.3 of this Call-Off Schedule, setting out its findings. Those findings shall be required to:

3.3.2.1. include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole, are Good Value;

3.3.2.2. if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and

3.3.2.3. include sufficient detail and transparency so that the Buyer can interpret and understand how the Benchmarker has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

3.3.3. The Parties shall within fourteen (14) Calendar Days of receiving the draft Benchmarking Report send any comments to the Benchmarker and to the other Party.

3.3.4. Following receipt of any comments from either Party, or both Parties, in accordance with sub-Paragraph 3.3.3 of this Call-Off Schedule the Benchmarker shall have a period of no more than ten (10) Calendar Days to publish a final Benchmarking Report. The Benchmarker's decision as to the findings set out in the final Benchmarking Report shall be a final and binding decision.

3.3.5. The Parties agree that any changes required to the Call-Off Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with sub-Paragraph 3.3.6 of this Call-Off Schedule and documented pursuant to the Change Control Procedure.

3.3.6. If the Benchmarking Report states that any Benchmarked Service or Benchmarked Deliverable is not Good Value, or that the Benchmarked Services or Benchmarked

OFFICIAL

**Call-Off Schedule 16 (Benchmarking)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Deliverables as a whole are not Good Value, then the Supplier shall implement the changes set out in the Benchmarking Report as soon as reasonably practicable within a timescale agreed in writing with the Buyer but (in the case only of a reduction in the Charges) in any event within no more than one (1) Month of receipt of the Benchmarking Report and otherwise no more than three (3) Months of receipt of the Benchmarking Report. Where the implementation of any Benchmarking Report impacts on the costs of the Supplier, those costs must be met by process efficiencies by the Supplier.

- 3.3.7. Any failure by the Supplier to implement the proposed change, or reduce the Charges in accordance with the specified timescales, shall constitute a material Default (without prejudice to any other accrued rights or remedies the Buyer may have at the relevant time).

OFFICIAL

**Call-Off Schedule 17 (MOD Terms)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 17**

**MOD TERMS**

OFFICIAL



**Call-Off Schedule 17 (MOD Terms)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Call-Off Schedule 17 (MOD Terms)**

NOT USED

OFFICIAL

**Call-Off Schedule 18 (Background Checks)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 18**

**BACKGROUND CHECKS**

OFFICIAL

## **Call-Off Schedule 18 (Background Checks)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

# **Call-Off Schedule 18 (Background Checks)**

## **1. WHEN YOU SHOULD USE THIS CALL-OFF SCHEDULE**

- 1.1 Pursuant to Clause 7.1 (Supplier Staff) of the Call-Off Contract, the Supplier shall comply with the Supplier Staff vetting obligations set out or referred to in this Call-Off Schedule. Such vetting must be undertaken before Supplier Staff work on the Call-Off Contract.

## **2. INTERPRETATION**

- 2.1 All references to the Buyer in this Call-Off Schedule shall be to the NHS Commissioning Board only unless otherwise specified.

## **3. PERSONNEL SECURITY**

- 3.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 3.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific Government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Buyer Data.
- 3.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Buyer Data except where agreed with the Buyer in writing.
- 3.4 All Supplier Staff that have the ability to access Buyer Data or systems holding Buyer Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.
- 3.5 Where the Supplier or Subcontractors grants increased IT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties and be subject to appropriate monitoring in accordance with NCSC guidance <https://www.ncsc.gov.uk/collection/10-steps-to-cyber-security>. When Supplier Staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

## **4. RELEVANT CONVICTIONS**

- 4.1 The Supplier must (and will ensure that the Subcontractors must) ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the

OFFICIAL

**Call-Off Schedule 18 (Background Checks)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Disclosure and Barring Service (DBS) or otherwise), is employed or engaged or continues to be employed or engaged in any part of the provision of the Deliverables without Approval.

4.2 Notwithstanding Paragraph 4.1 of this Call-Off Schedule for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer (or any Cluster Member (as applicable)) owes a special duty of care, the Supplier must (and shall procure that the relevant Subcontractor must):

4.2.1. carry out a check with the records held by the Department for Education (DfE);

4.2.2. conduct thorough questioning regarding any Relevant Convictions;

4.2.3. ensure a police check is completed and such other checks as may be carried out through the Enhanced Disclosure and Barring Service (DBS); and

4.2.4. ensure that a check of the Sex Offenders Register is completed,

and, to the extent allowed by Law and good employment practices, the Supplier shall not (and shall use reasonable endeavours to ensure that any Subcontractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record (as determined by the Buyer acting reasonably).

OFFICIAL

**Call-Off Schedule 19 (Scottish Law)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

# **NHS 111: NHS MANAGED SERVICES TELEPHONY INFRASTRUCTURE**

## **SCHEDULE 19**

### **SCOTTISH LAW**

OFFICIAL

**Call-Off Schedule 19 (Scottish Law)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Call-Off Schedule 19 (Scottish Law)**

NOT USED

OFFICIAL

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



# **NHS 111: NHS MANAGED SERVICES TELEPHONY INFRASTRUCTURE**

## **CALL-OFF SCHEDULE 20 CALL-OFF SPECIFICATION**

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Contents**

|                                                                                   |           |
|-----------------------------------------------------------------------------------|-----------|
| <b>NHS 111: NHS MANAGED SERVICES TELEPHONY INFRASTRUCTURE .....</b>               | <b>1</b>  |
| <b>CALL-OFF SCHEDULE 20 .....</b>                                                 | <b>1</b>  |
| <b>CALL-OFF SPECIFICATION .....</b>                                               | <b>1</b>  |
| <b>1. Introduction .....</b>                                                      | <b>5</b>  |
| 1.1. The purpose of this Call-Off Schedule is to identify: .....                  | 5         |
| 1.2. This Call-Off Schedule is structured as follows: .....                       | 5         |
| 1.3. Scope of the Services .....                                                  | 5         |
| 1.8. Background.....                                                              | 6         |
| 1.9. 111 Strategic Context in England.....                                        | 9         |
| 1.10. NPFS Strategic Context.....                                                 | 12        |
| 1.11. 119 Strategic Context.....                                                  | 13        |
| 1.12. Conceptual Architecture.....                                                | 14        |
| <b>2. Lots A and B .....</b>                                                      | <b>15</b> |
| 2.1. Introduction.....                                                            | 15        |
| <b>LOT A SERVICES.....</b>                                                        | <b>18</b> |
| <b>Introduction.....</b>                                                          | <b>18</b> |
| <b>3. Inbound Services .....</b>                                                  | <b>18</b> |
| 3.1. Transition Service Requirements.....                                         | 18        |
| 3.2. Transition Principles .....                                                  | 21        |
| 3.3. Higher Level Service Requirements .....                                      | 24        |
| 3.4. Project Management .....                                                     | 33        |
| 3.5. Service Delivery Model .....                                                 | 34        |
| 3.6. IUC Services, NPFS Services and 119 Number Common Service Requirements<br>37 |           |
| 3.7. Exit Requirements .....                                                      | 49        |
| 3.8. Countries.....                                                               | 51        |
| 3.9. IUC Service Specific Service Requirements .....                              | 53        |
| 3.10. IUC NLP (Natural Language Processing) .....                                 | 74        |
| 3.11. IUC Specific NLP Use Cases .....                                            | 77        |
| 3.12. NPFS Specific Service Requirements .....                                    | 81        |
| 3.13. NPFS Specific NLP (Natural Language Processing) Requirements .....          | 88        |
| 3.14. NPFS Specific NLP Use Case.....                                             | 91        |
| 3.15. 119 Covid-19 Testing Service Specific Service Requirements.....             | 93        |
| <b>4. NOT USED .....</b>                                                          | <b>96</b> |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                                                                    |            |
|----------------------------------------------------------------------------------------------------|------------|
| <b>5. Glossary of Abbreviations and Terms .....</b>                                                | <b>97</b>  |
| <b>6. Appendices.....</b>                                                                          | <b>100</b> |
| <b>Appendix 1 – Call Volumetrics .....</b>                                                         | <b>100</b> |
| <b>Appendix 2 – NHS England Supplier Code of Conduct.....</b>                                      | <b>100</b> |
| <b>Appendix 3 – IUC Minimum Data Set .....</b>                                                     | <b>100</b> |
| <b>Appendix 4 – NPFS Algorithm .....</b>                                                           | <b>100</b> |
| <b>Appendix 5 – IUC NLP Demographic collection workflow .....</b>                                  | <b>100</b> |
| <b>Appendix 6 – IUC NLP Call steering workflow .....</b>                                           | <b>100</b> |
| <b>Appendix 7 – IUC NLP Voice Biometrics workflow .....</b>                                        | <b>100</b> |
| <b>Appendix 8 – IUC NLP Language identification workflow .....</b>                                 | <b>101</b> |
| <b>Appendix 9 – IUC NLP Sentiment Analysis workflow.....</b>                                       | <b>101</b> |
| <b>Appendix 10 – Language list (Top 20 Language) .....</b>                                         | <b>101</b> |
| <b>Appendix 11 – NPFS NLP workflow .....</b>                                                       | <b>102</b> |
| <b>Appendix 12 – Location Unknown IVR workflow .....</b>                                           | <b>102</b> |
| <b>Appendix 13 – NHS Records Management Code of Practice .....</b>                                 | <b>102</b> |
| <b>Appendix 14 – Call Trace workflow .....</b>                                                     | <b>102</b> |
| <b>Appendix 15 – 119 Covid-19 testing workflow .....</b>                                           | <b>102</b> |
| <b>Appendix 16 – 119 Covid-19 testing call volumes .....</b>                                       | <b>102</b> |
| <b>1. Introduction .....</b>                                                                       | <b>103</b> |
| <b>2. Not Used .....</b>                                                                           | <b>105</b> |
| <b>3. Inbound Services .....</b>                                                                   | <b>105</b> |
| <b>3.1. Transition Service Requirements.....</b>                                                   | <b>105</b> |
| <b>3.2. Transition Principles .....</b>                                                            | <b>118</b> |
| <b>3.3. Higher Level Service Requirements .....</b>                                                | <b>131</b> |
| <b>3.4. Project Management .....</b>                                                               | <b>174</b> |
| <b>3.5. Service Delivery Model .....</b>                                                           | <b>178</b> |
| <b>3.6. IUC Services, NPFS Services and 119 Number Common Service Requirements<br/>        194</b> |            |
| <b>3.7. Exit Requirements .....</b>                                                                | <b>277</b> |
| <b>3.8. Countries.....</b>                                                                         | <b>284</b> |
| <b>3.9. IUC Service Specific Service Requirements .....</b>                                        | <b>290</b> |
| <b>3.10. IUC NLP (Natural Language Processing) .....</b>                                           | <b>365</b> |
| <b>3.11. IUC Specific NLP Use Cases .....</b>                                                      | <b>373</b> |
| <b>3.12. NPFS Specific Service Requirements .....</b>                                              | <b>386</b> |
| <b>3.13. NPFS Specific NLP (Natural Language Processing) Requirements .....</b>                    | <b>410</b> |
| <b>3.14. NPFS Specific NLP Use Case.....</b>                                                       | <b>418</b> |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**3.15. 119 Covid-19 Testing Service Specific Service Requirements.....422**

**4. NOT USED .....Error! Bookmark not defined.**

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Part A: Service Requirements**

### **1. Introduction**

#### **1.1. The purpose of this Call-Off Schedule is to identify:**

- 1.1.1. the Buyer's Service Requirements for the Services that the Supplier is to fulfil under this Call-Off Schedule and
- 1.1.2. the Supplier Solution that the Supplier will provide in order to fulfil the Buyer's Service Requirements for the Services.

#### **1.2. This Call-Off Schedule is structured as follows:**

- 1.2.1. Part A (Service Requirements); and
- 1.2.2. Part B (Supplier Solution).

#### **1.3. Scope of the Services**

- 1.3.1. Unless different Operational Service Commencement Dates are expressly identified in the Implementation Plan for any applicable parts of the Services, commencing on the Call-Off Start Date the Supplier shall fulfil the following services, functions, responsibilities, requirements and deliverables (as the same may evolve during the Call-Off Contract Period including adding, removing, supplementing, enhancing, modifying and/or replacing any services and/or activities or deliverables in accordance with this Call-Off Contract or as otherwise Approved in accordance with the Change Control Procedure, from time to time):
  - 1.3.1.1. the services, functions, responsibilities, requirements and deliverables that the Supplier is required to carry out as specified in Part A (Service Requirements) of this Call-Off Schedule and the relevant Order Form, Call-Off Schedules and annexes of the Call-Off Schedules;
  - 1.3.1.2. any incidental services, functions, responsibilities, requirements and deliverables not specified in the Call-Off Contract as within the scope of Supplier's responsibilities but that are reasonably and necessarily required for, or related to, the proper and timely performance and provision of the services, functions, responsibilities, requirements and/or deliverables set out in Paragraph 1.3.1.1 above;

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

1.3.1.3. any services, functions, requirements, responsibilities and/or deliverables agreed pursuant to Call-Off Schedule 24 (Change Control Procedure); and

1.3.1.4. subject to Paragraph 1.4 below, the services, functions, responsibilities, requirements and deliverables that the Supplier shall carry out as specified in Part B (Supplier Solution) of this Call-Off Schedule and Call-Off Schedule 9 (Security),

(together, the “**Services**”).

1.4. If there is any conflict between the scope of the services, functions, responsibilities, requirements and deliverables under: (i) Paragraphs 1.3.1.1, 1.3.1.2 and 1.3.1.3 above; and (ii) Paragraph 1.3.1.4 above, the provisions of Paragraphs 1.3.1.1, 1.3.1.2 and 1.3.1.3 above shall apply and prevail.

1.5. The Supplier shall meet and fulfil all of the Service Requirements in Part A (and the Supplier confirms that the Supplier Solution set out in Part B of this Call-Off Schedule meets and fulfils all of the Service Requirements in Part A of this Call-Off Schedule), as the same may evolve during the Call-Off Contract Period and as they may be supplemented, enhanced, modified or replaced in accordance with this Call-Off Contract, but excluding any services, responsibilities or functions that are expressly identified in the Order Form as the Buyer Responsibilities or a third party’s responsibility.

1.6. If there is any conflict between the provisions of Part A of this Call-Off Schedule and the provisions of Part B of this Call-Off Schedule, the provisions of Part A of this Call-Off Schedule shall prevail.

1.7. Part B of this Call-Off Schedule describes how the Supplier Solution shall comply with all of the Service Requirements set out in Part A of this Call-Off Schedule. All of the overview, summary and introductory text set out in Part B of this Call-Off Schedule is binding and forms part of the Supplier Solution. Further, where any part of the Supplier Solution in Part B of this Call-Off Schedule is:

1.7.1. expressly set out against the identified Service Requirements in the relevant tables or sections in Part B of this Call-Off Schedule; and

1.7.2. capable of being interpreted as applying to other Service Requirements as the context permits,

then such part of the Supplier Solution shall be deemed to also apply to such other Service Requirements.

## 1.8. **Background**

1.8.1. On 31<sup>st</sup> March 2022, the contract for hosting of the 111 Number and the intelligent routing of calls to Integrated Urgent Care (IUC) providers, National Pandemic Flu Service (NPFS), NHS24 in

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Scotland and Welsh Ambulance Service (WAS) in Wales expires. In addition to the 111 Number, the 119 Number was allocated by Ofcom to the Buyer for use in health emergencies (in March 2020). A project has therefore been initiated to re-procure the aforementioned services which will be replaced under this Call-Off Contract.

- 1.8.2. The Call-off Contract will run for the Call-Off Initial Period and any Call-Off Optional Extension Period (as applicable).
- 1.8.3. The Supplier shall make, irrespective of the Carriers and telco's involved, all landline, mobile and internet calls to the 111 Number and 119 Number free of charge to all callers during the Call-Off Contract Period.
- 1.8.4. The Supplier shall make, irrespective of the Carriers and telco's involved, all SMS free of charge to senders using the 111 Number and 119 Number during the Call-Off Contract Period.
- 1.8.5. The Parties acknowledge that the commencement of Services to any Cluster Member shall be subject to separate Change Requests under the Change Control Procedure. The Cluster Members who are to benefit under the Call-Off Contract with effect from the Call-Off Start Date (and pursuant to a Change Authorisation Note in each case) are identified in Part A Category 1 of Annex 1 to this Call-Off Schedule.
- 1.8.6. The Parties acknowledge that the commencement of the Services set out in this Paragraph 1.8.6 shall also be subject to separate Change Requests under the Change Control Procedure and that until a Change Authorisation Note has been entered into in respect of each such Service then such Services will not be provided under this Call-Off Contract. The following Services shall not be provided until in respect of each Service a Change Authorisation Note has been entered into:
  - 1.8.6.1. Supplier NPFS Services (including all services from the Supplier required to meet the NPFS Specific Service Requirements set out in Paragraph 3.12 of Part A of this Call-Off Schedule).
  - 1.8.6.2. NLP (including all services from the Supplier required to meet the NLP Specific Service Requirements set out in Paragraphs 3.10 and 3.11 of Part A of this Call-Off Schedule) in respect of the Supplier 111 Services.
  - 1.8.6.3. NLP (including all services from the Supplier required to meet the NLP Specific Service Requirements set out in Paragraphs 3.13 and 3.14 of Part A of this Call-Off Schedule) in respect of the Supplier NPFS Services.
  - 1.8.6.4. the 111 BSL Interpreter Service and the NPFS BSL Interpreter Service (including all services from the

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Supplier required to meet the British Sign Language specific service requirements set out in Paragraph 3.9.8 of Part A of this Call-Off Schedule).

- 1.8.6.5. the Home Working (Future Services) solution (including all services from the Supplier required to meet the Home Working (Future Services) service specific service requirements set out in Paragraph 3.9.9 of Part A of this Call-Off Schedule);
- 1.8.6.6. 119 Covid-19 Testing Service (including all services from the Supplier required to meet the 119 Covid-19 Testing Service specific service requirements set out in Paragraph 3.15 of Part A of this Call-Off Schedule); and
- 1.8.6.7. Video Consultation Service (including all services from the Supplier required to meet the Video Consultation Service specific service requirements set out in Paragraph 3.9.2 of Part A of this Call-Off Schedule).
- 1.8.7. If the Buyer (being NHS Commissioning Board only) decides, at its sole discretion, at any time during the Call-Off Contract Period that: (i) the 111 Number shall not be contacted or accessed by SMS; (ii) that the Supplier NPFS Services are not required; or (iii) that any Supplier NLP Services are not required (whether for the Supplier 111 Services or the Supplier NPFS Services) then such Services, as applicable, shall be removed from the scope of this Call-Off Contract without any liability to the Buyer except for those costs payable in accordance with Clause 10.3.3 of the Call-Off Contract, as amended in Annex 1 of the Order Form for a partial termination of Services.
- 1.8.8. Notwithstanding any other provision of the Call-Off Contract, the following provisions shall apply in relation to the Change Request(s) and the Change Control Procedure pursuant to Paragraphs 1.8.5 and 1.8.6 above:
  - 1.8.8.1. acceptance of such Change Request(s) and completion of the Change Control Procedure by the Supplier shall be mandatory and the provision of Paragraph 7 of Call-Off Schedule 24 (Change Control Procedure) shall not apply;
  - 1.8.8.2. irrespective of the Operational Services Commencement Date of any Services brought on pursuant to the Change Authorisation Note, all Services shall terminate or expire, as applicable, on the Call-Off Expiry Date, and where Services are partially terminated, that Call-Off Expiry Date being the date relevant to that part of the Services being terminated; and

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 1.8.8.3. unless otherwise agreed by the Buyer (being NHS Commissioning Board only) and save for any pro rata daily adjustments to any Monthly Charges to take account of the Services brought on pursuant to the Change Authorisation Note, as applicable, being provided for part of any Month in accordance with Call-Off Schedule 5 (Pricing Details), all Charges for the Services, and all related terms and conditions throughout the Call-Off Contract, are set out and described at the Call-Off Start Date.

**1.9. 111 Strategic Context in England**

- 1.9.1. The IUC Service (formally NHS 111) makes it easier for the public to access local health services when they need help quickly. The strategic intent is that when people need to contact the NHS for urgent care during the Call-Off Contract Period, there are three numbers that they need to be aware of: (i) the 999 number for life-threatening emergencies; (ii) the number of their GP surgery; and (iii) the 111 Number. The introduction of the IUC Service was part of the wider revisions to urgent care system to deliver a 24-hour 365-day urgent care service that ensures people receive the right care, from the right person, in the right place, at the right time.
- 1.9.2. By using the 111 Number, the Buyer is able to provide a clinical assessment at the first point of contact, without the need to call patients back. The IUC Service directs people to the right service within the NHS, first time, without the need for them to be re-triaged; and it is able to transfer clinical assessment data to other IUC medical services and book appointments for patients where appropriate. The IUC Service works alongside the 999-emergency service and is able to despatch an ambulance without delay and without the need for the patient to repeat any information save that this process may vary for other UK Countries (i.e. other than England).
- 1.9.3. The Services shall achieve the following:
- 1.9.3.1. improve public access to urgent healthcare services;
  - 1.9.3.2. increase the efficiency of the NHS by ensuring that people can quickly and easily access the healthcare services that they need;
  - 1.9.3.3. increase public satisfaction and confidence in the NHS;
  - 1.9.3.4. enable the commissioning of more effective and productive healthcare services that are aligned to meet peoples' needs; and

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 1.9.3.5. increase the efficiency of the 999-emergency ambulance service by reducing non-emergency calls to 999.
- 1.9.4. The IUC Service provides key benefits to the public and the NHS, by improving the public's access to urgent healthcare services and by:
  - 1.9.4.1. providing a simple, free to call, easy to remember three-digit number, that is available 24 hours a day, 365 days a year; and
  - 1.9.4.2. directing people to the local service that is best able to meet their needs, taking into account their location, the time of day of their call and the capacity of services; and
  - 1.9.4.3. offering self-care advice through a consult and complete model.
- 1.9.5. At the Call-Off Start Date, the 111 Number is operational in all parts of England, in Scotland by NHS24 and in Wales by NHS Direct Wales (operated by the Welsh Ambulance Service) under the Existing Contract. The Supplier acknowledges and agrees that the Supplier shall provide the 111 Number in England with effect from the Operational Services Commencement Date and in Scotland and Wales with effect from the applicable Operational Services Commencement Date as set out in the applicable Change Authorisation Note. The Buyer (being NHS Commissioning Board) shall be entitled to request and the Supplier shall provide in accordance with this Call-Off Contract other Supplier 111 Services to Cluster Members to enable such Cluster Members to use the 111 Number to route calls from the public to other healthcare services that they may need to access.
- 1.9.6. The IUC Service is commissioned locally by clinical commissioning groups and is provided by both public and private sector service providers ("**IUC Providers**").

**In Scotland**

- 1.9.7. NHS 24's 111 service is a key element of the urgent and unscheduled care system in Scotland, giving people access to health care and advice in a patient-centred, safe and compassionate way. The service works closely with the Scottish Ambulance service and local out of hours teams, offering both physical and mental health services.
- 1.9.8. The service has historically operated predominantly in the out of hours period but that is due to change as urgent care pathways are redesigned with the option to call 111/GP services prior to self-presenting at A&E.



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 1.9.9. Key to the delivery of the 111 Service is the UK wide resilient and flexible 111 telephony platform which is supplemented by locally provided IT systems and internet-based access tools. Never was this more evident than during the COVID-19 pandemic, when the 111 service was seamlessly extended to provide citizens with access to COVID-19 related advice and guidance.

**In Wales**

- 1.9.10. The 111 service is a key element of the urgent and unscheduled care system in Wales and currently provides the public with access to non-clinical/clinical advice and assessment and integrates with urgent primary care (out of hours) services. The service is operated by the Welsh Ambulance Service NHS Trust and works closely with the Trust's Emergency Medical Services with appropriate transfer of calls between both service arms. Urgent Primary Care (OOH) Services are delivered by the Local Health Boards across Wales.
- 1.9.11. Key to the delivery of the Service across Wales is the UK wide resilient and flexible 111 telephony platform which is supplemented by locally provided IT systems and internet-based access tools. Never was this more evident than during the COVID-19 pandemic, when the 111 service was seamlessly extended to provide Welsh citizens with access to COVID-19 related advice and guidance.
- 1.9.12. We are likely to see the public's interaction with the urgent and unscheduled care system across Wales start to change, following the recent statement from the Welsh Health Minister setting out plans to introduce '111 Phone /Contact First' on a national basis. The scheme will encourage the public to call the 111 Number prior to self-presenting at the emergency department of a hospital and is intended both to defray activity and begin to schedule unscheduled care. Clearly, seriously ill and injured patients will not need to do so, but those with less serious conditions could receive advice over the phone, be directed to an alternative care pathway or receive a booked slot at the emergency departments.
- 1.9.13. Equally with the ramping up to a national vaccination programme for COVID and newly emerging models for mental health, respiratory and urgent primary care, a resilient and flexible 111 telephony platform will be essential if we are to maintain service delivery and importantly retain the public (and clinical) confidence in what is now an essential front line service.

**In Northern Ireland**

- 1.9.14. Urgent care access in Northern Ireland is due to undergo a significant process of reorganisation. Services included in the scope of reform include specification and delivery of:

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- *Emergency Services;*
- *Same day Urgent Care services;*
- *Same week Rapid Assessment services;*
- *Rapid Assessment Community services across NI;*
- *A Northern Ireland triage service;*
- *Covid-19 centres.*

1.9.15. Emergency departments will receive patients only via ambulance or following assessment by a community physician. Walk in patients will be triaged on arrival to appropriate services. By designing this new service, the interaction of the public with unscheduled care fundamentally changes. This model envisages integration of the legacy GP out of hours service into a new integrated urgent care service with the continuation and development of the existing out of hours triage model to support the new system. This triage service will integrate with the NIAS and GP triage. Existing IT systems will be adapted to support the change.

1.9.16. Key to the delivery of a Northern Ireland triage service will be a flexible and resilient telephony platform. During the COVID-19 pandemic, the Northern Ire public has benefited significantly from access to the 111 telephony platform. In developing this new service delivery model, for urgent care access in Northern Ireland, it would be intended to build on this positive experience.

**1.10. NPFS Strategic Context**

1.10.1. Based on a commission from the Department of Health, UKHSA or a successor organisation will provide:

1.10.1.1. the input of scientific and clinical advice into the strategy and policy for responding to a Health Emergency; and

1.10.1.2. operational capability – specifically the procurement and/or maintenance of antiviral stockpiles and their associated storage and distribution arrangements.

1.10.2. All UKCs share a common strategic approach to Health Emergencies and the four health departments work closely together during both Health Emergency planning and response.

1.10.3. Any Health Emergency can be expected to have a significant effect on individual members of the population, the NHS and society at large. The overall objectives of the UKCs' approach to planning and preparing for a Health Emergency are therefore to:

1.10.3.1. minimise the potential health impact of a future Health Emergency;

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 1.10.3.2. minimise the potential impact of a Health Emergency on society and the economy; and
- 1.10.3.3. instil and maintain trust and confidence in the NHS.
- 1.10.4. The NPFS is designed to supplement the response provided by primary care if the pressures during a Health Emergency mean that it is no longer practical for all those with symptoms to be individually assessed by a doctor or other prescribers in order to access antiviral medicines.
- 1.10.5. The NPFS comprises an online and telephony self-assessment service where individuals are not assessed by a qualified clinician but follow a process of answering questions which have been developed with extensive advice from clinicians, to determine whether the person who is ill is eligible for an antiviral medicine or not. Individuals may also be directed to other health interventions such as home care advice or ambulance response. The telephony self-assessment service is commissioned nationally from a call off framework and subcontracted to contact centre providers ("**NPFS Contact Centres**").
- 1.10.6. The NPFS is provided by both public and private sector service providers ("**NPFS Providers**").

**1.11. 119 Strategic Context**

- 1.11.1. In March 2020 the 119 Number was allocated to the Buyer by Ofcom for use in the UK's response to the Covid-19 pandemic. The number is available in all parts of the UK, though as of September 2020 it is not used in Scotland. In England, Wales and Northern Ireland as part of the national Covid-19 response, the 119 Number is used for booking tests to identify infection with Covid-19 (antigen testing). From September 2020 it also includes antibody testing. In Scotland an 0300 number is used for the same purpose and is delivered into the same service. This is currently utilising the NPFS telephony infrastructure, with balanced call routing for the delivery of calls into two contact-centre providers, that are running the test booking service on behalf of the Department for Health and Social Care.
- 1.11.2. The 119 service also provides a Welsh language option and can also utilise an interpreter service for non-English speaking callers.
- 1.11.3. A BSL Interpreter Service making use of the NPFS BSL Interpreter Service is also being provided for callers to the 119 number.
- 1.11.4. At the point that the testing service is no longer required, the number will be placed into Dormancy and made available for any future Health Emergency that might require a dedicated telephony helpline.

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**1.12. Conceptual Architecture**

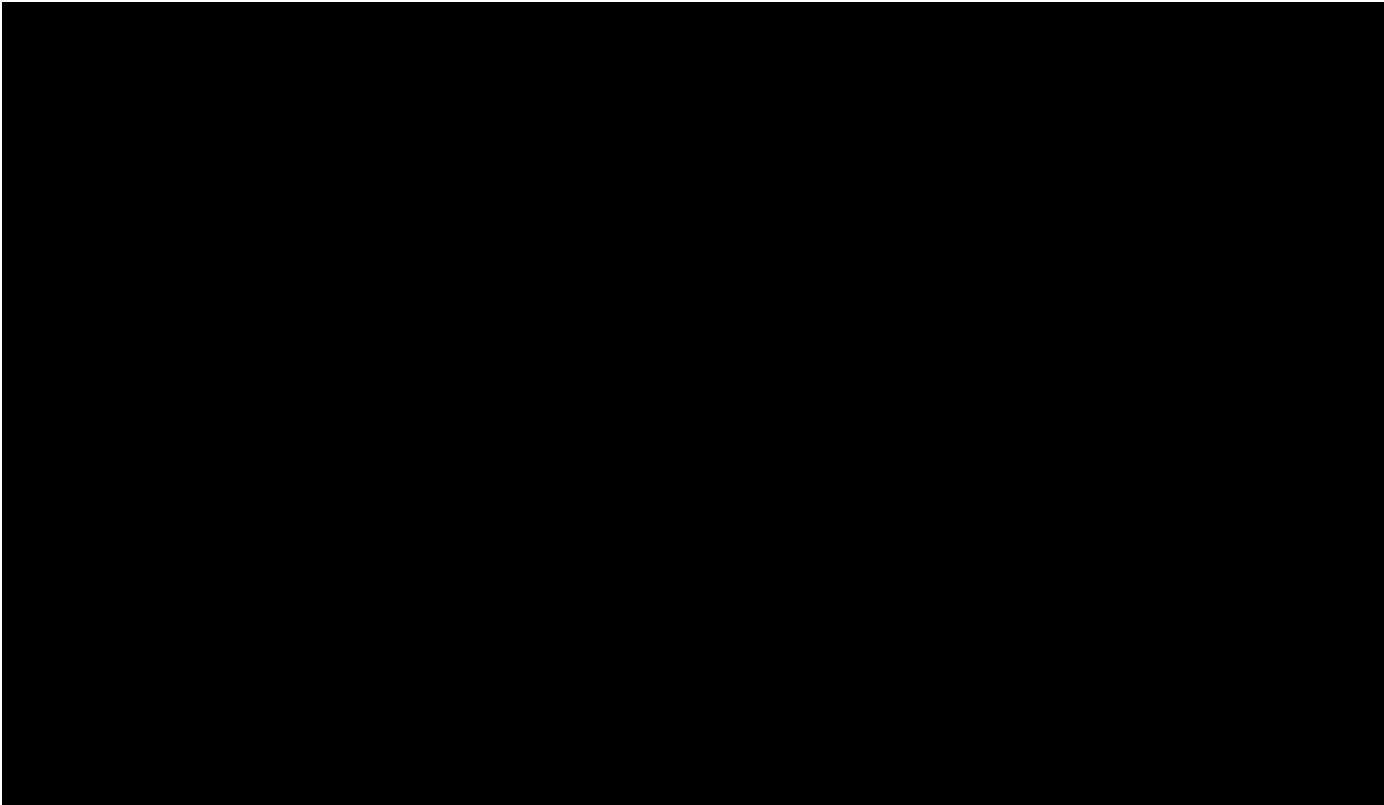
- 1.12.1. To provide the single point of contact described in Paragraph 1.9.2 above, the architecture used by the Supplier to provide the Services shall (see Diagram 1):
  - 1.12.1.1. remove any Phantom Calls created by line faults or accidental dialling;
  - 1.12.1.2. determine the originating country and health care service required;
  - 1.12.1.3. in the case of 111 Calls, determine the exact origin of the call for delivery to the correct 111 Contact Centre and load balance any location unknown calls across 111 Contact Centres within the originating UKCs;
  - 1.12.1.4. in the case of 119 determine the exact location origin of the call to allow bespoke routing plans or IVR messaging to be applied;
  - 1.12.1.5. in the case of NPFS, determine if the NPFS service is required, the Mobilisation status of the relevant UKC from which the call has originated and load balance across the NPFS Contact Centres; and
  - 1.12.1.6. in the case of new services, deliver calls to a chosen destination in accordance with pre-determined business rules.

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 
- 1.12.2. The architecture used by the Supplier to provide the Services shall deal with a number of failure scenarios, including:
    - 1.12.2.1. loss of one or more of the Contact Centres;
    - 1.12.2.2. loss of Components of the infrastructure formed by the Exclusive Assets; and
    - 1.12.2.3. total loss of the infrastructure formed by the Non-Exclusive Assets.
  - 1.12.3. In the event of a catastrophic failure of the infrastructure formed by the Exclusive Assets, the minimum requirement is that 111 Calls are load balanced across 111 Contact Centres based on country of origin and the NPFS Contact Centres if there is a Health Emergency;
  - 1.12.4. In the case of a loss of the 119 Number, calls are routed in accordance with a pre-agreed default routing plan similar to that used by the 111 Number.

## **2. Services Introduction**

- 2.1.1. This Call-Off Schedule describes the requirements for 111 Services, the Supplier NPFS Services and use of the 119 Number (unless otherwise specified the 111 Service requirements also relate to the 119 Number). These Services deal specifically with the requirements of the hosting of the 111 Number and Inbound Services. Unless otherwise specified, all the items within these requirements are

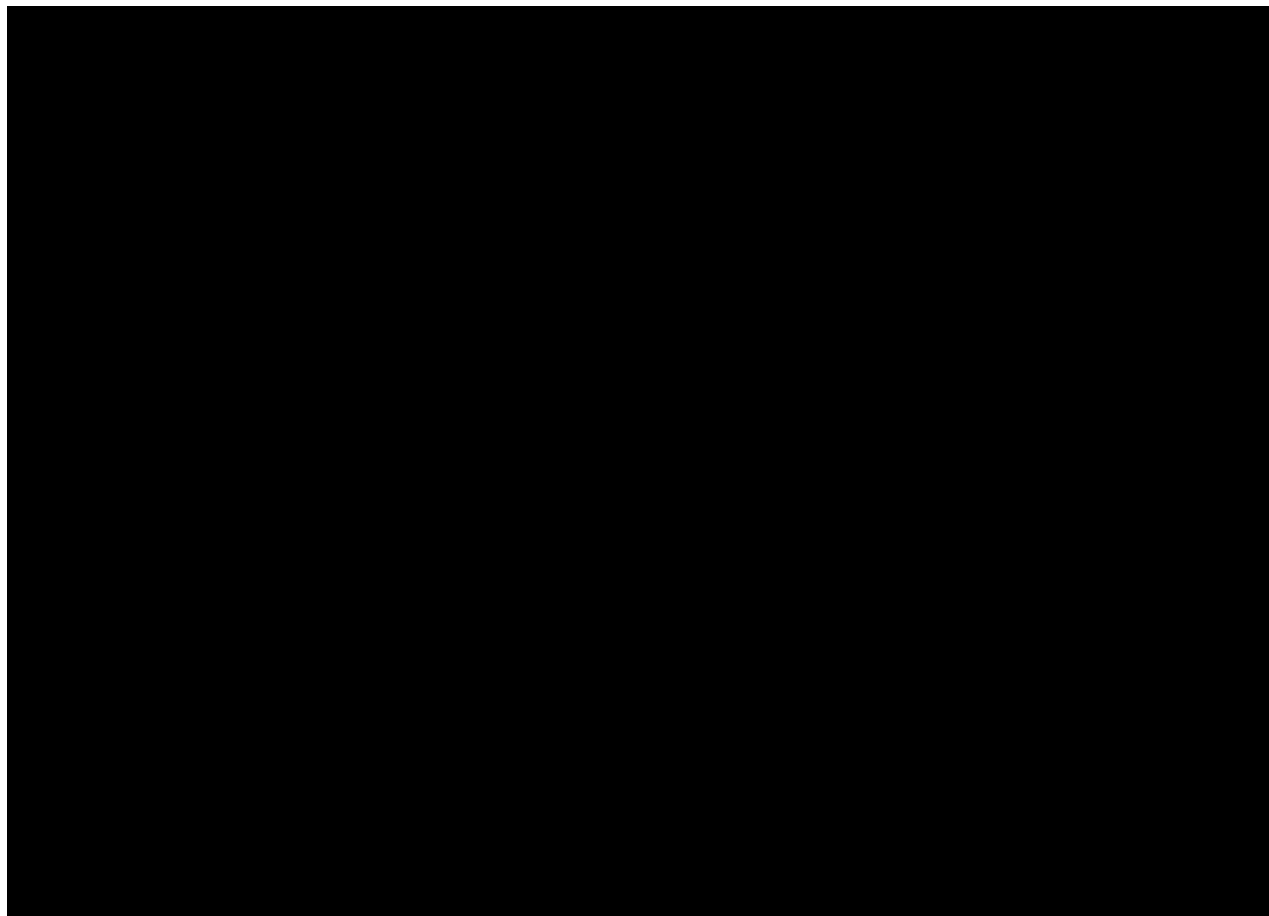
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

required from the Operational Services Commencement Date. The scope of the Services is shown in Diagram 2 for illustrative purposes only.



- 2.1.2. The Service Requirements are set out in Paragraph 3 of this Call-Off Schedule.
- 2.1.3. Although Natural Voice IVR is used to identify caller location, no true Natural Language Processing (NLP) is currently being used for the Services. As this is seen as being a powerful tool to enhance the Services it is included in the Service Requirements for the Services as an option.
- 2.1.4. In the Services, NLP is a front-end implementation used for (see Paragraphs 3.10 and 3.11 for additional information on these Service Requirements):
  - 2.1.4.1. call-steering;
  - 2.1.4.2. the collection of patient demographics;
  - 2.1.4.3. the collection of voice biometrics;
  - 2.1.4.4. a symptom checker offering assessment, referral and where appropriate self-care advice;

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

2.1.4.5. sentiment analysis; and

2.1.4.6. language identification.

2.1.5. Save as set out in Clause 1 of the Call-Off Contract (as amended by Paragraph 9.1 of Part B to Annex 1 of the Order Form) all terminology is intended to be generic and where possible reflect industry standard definitions. However, any accidental use of proprietary terminology does not constitute a preference either inferred or actual for any particular products or services.

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**SERVICES****Introduction**

Where any provision in Paragraph 3 below refers to the IUC Service as it operates in England, such provision shall be deemed to apply to the 111 Service in other UKCs unless this Call-Off Specification expressly states otherwise or the Change Authorisation Note relating to such 111 Service expressly provides otherwise.

**3. Inbound Services****Service Requirements Common to 111 Service, the 119 Number and NPFS (Paragraphs 3.1 to 3.9 below)****3.1. Transition Service Requirements**

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Transition Service Requirements</b> | <p><b>Overview</b></p> <p>These are the basic requirements to ensure good governance and a successful project.</p> <p>The Services provided by the Supplier to fulfil the Transition Service Requirements shall commence on the Call-Off Start Date and shall apply until the relevant Operational Services Commencement Date and the Test Success Criteria have been Achieved. This Paragraph sets out at a high level the Buyer's Service Requirements that the Supplier is required to meet in relation to providing its Supplier Solution under Part B of this Call-Off Schedule and the Outline Implementation Plan and the Detailed Implementation Plan under Call-Off Schedule 13 (Implementation Plan and Testing) in order to design, build and test the infrastructure supporting the 111 Number and move the Buyer and the Cluster Members to the 111 Number and the Services described in this Call-Off Schedule.</p> |
| <b>Period of Applicability</b>         | <p>The Services provided by the Supplier to fulfil the Transition Service Requirements shall commence on the Call-Off Start Date and shall apply until the relevant Operational Services Commencement Date and the Test Success Criteria have been Achieved.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| <b>Part</b> | <b>CI / Ref</b>                                      | <b>Element of Service Requirements</b>     | <b>Service Requirements / Supplier Responsibility</b>                                                                                                                                                                        |
|-------------|------------------------------------------------------|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             | <b>Indicative Activities for all Implementations</b> |                                            |                                                                                                                                                                                                                              |
| A           | 3.1.1.                                               | Project Mobilisation                       |                                                                                                                                                                                                                              |
| A           | 3.1.1.1.                                             |                                            | The Supplier shall allocate its resources to its implementation team.                                                                                                                                                        |
| A           | 3.1.2.                                               | Project Management                         |                                                                                                                                                                                                                              |
| A           | 3.1.2.1.                                             |                                            | The Supplier shall establish a project plan, project management mechanisms and governance in accordance with Call-Off Schedule 13 (Implementation Plan and Testing) and Call-Off Schedule 15 (Call-Off Contract Management). |
| A           | 3.1.3.                                               | Availability for Testing                   |                                                                                                                                                                                                                              |
| A           | 3.1.3.1.                                             |                                            | The Supplier shall test the Services in accordance with Part B of Call-Off Schedule 13 (Implementation Plan and Testing).                                                                                                    |
| A           | 3.1.4.                                               | Service Design and Implementation Planning |                                                                                                                                                                                                                              |
| A           | 3.1.4.1.                                             |                                            | The Supplier shall:                                                                                                                                                                                                          |
| A           | (i)                                                  |                                            | produce the design of the Services and provide it to the Buyer;                                                                                                                                                              |
| A           | (ii)                                                 |                                            | capture and record configuration requirements with the support of Buyer;                                                                                                                                                     |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                             |                                                                                                                                                                                                                  |
|---|----------|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (iii)    |                             | render the Buyer's configuration requirements as part of the low-level design document, identifying any UKC specific design elements, for Approval;                                                              |
| A | (iv)     |                             | design and test the overall service management solution, including the Service Desk;                                                                                                                             |
| A | (v)      |                             | carry out detailed implementation planning; and                                                                                                                                                                  |
| A | (vi)     |                             | produce a Quality Assurance Plan and provide a copy to the Buyer (being NHS Commissioning Board) for Approval.                                                                                                   |
| A | 3.1.5.   | Service Build               |                                                                                                                                                                                                                  |
| A | 3.1.5.1. |                             | The Supplier shall:                                                                                                                                                                                              |
| A | (i)      |                             | set up central services;                                                                                                                                                                                         |
| A | (ii)     |                             | set up Contact Centre interfaces; and                                                                                                                                                                            |
| A | (iii)    |                             | carry out the Quality Assurance Testing in accordance with the Quality Assurance Plan.                                                                                                                           |
| A | 3.1.6.   | Contingency                 |                                                                                                                                                                                                                  |
| A | 3.1.6.1. |                             | The Supplier shall ensure that an appropriate level of contingency is included in the Implementation Plan.                                                                                                       |
| A | 3.1.7.   | Migration                   |                                                                                                                                                                                                                  |
| A | 3.1.7.1. |                             | The Supplier shall include detailed activities in the Implementation Plan in relation to the migration of all NGNs (Non-Geographic Numbers) and the Supplier shall carry out such detailed migration activities. |
| A | 3.1.8.   | Finalisation and Close Down |                                                                                                                                                                                                                  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                                                                                                                  |
|---|----------|------------------------------------------------------------------------------------------------------------------|
| A | 3.1.8.1. | The Supplier shall complete transition to steady-state operation and complete the project close down activities. |
|---|----------|------------------------------------------------------------------------------------------------------------------|

**3.2. Transition Principles**

| <b>Transition Principles</b> | <b>Overview</b>                                                                                                                                          |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
|                              | The transition principles set out the timeframe and associated obligations to ensure the successful transition from the Former Supplier to the Supplier. |

| <b>Part</b> | <b>CI / Ref</b> | <b>Element of Service Requirements</b> | <b>Service Requirements / Supplier Responsibility</b>                                                                                                                                                                                                                     |
|-------------|-----------------|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | 3.2.1.          | Transition Principles and Constraints  |                                                                                                                                                                                                                                                                           |
| A           | 3.2.1.1.        |                                        | The following requirements, constraints and principles will need to be adhered to in relation to the implementation of the Services under this Call-Off Contract:                                                                                                         |
| A           | (i)             |                                        | the expiry date of the Existing Contract with the Former Supplier is one day prior to the OSCD (Operational Service Commencement Date) of the Call-Off Contract and the Services to be provided with effect from the Call-Off Start Date must be supplied from that date; |
| A           | (ii)            |                                        | the Supplier must maintain continuity of service with the Former Supplier;                                                                                                                                                                                                |
| A           | (iii)           |                                        | the 111 Number and 119 Number are not “must carry” numbers and as such UK telecommunications Carriers are not obliged to carry them; and                                                                                                                                  |
| A           | (iv)            |                                        | the 111 Number and 119 Number are short numbers and may present challenges when porting from one Carrier or telco to another (i.e. will need to be re-registered).                                                                                                        |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                                        |                                                                                                                                                                                                                                                                                                                                                                |
|---|----------|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.2.2.   | Operational and Tested Services        |                                                                                                                                                                                                                                                                                                                                                                |
| A | 3.2.2.1. |                                        | The Supplier shall provide fully operational and tested Services by the Service Readiness Date which shall be at least one (1) Month before OSCD.                                                                                                                                                                                                              |
| A | 3.2.3.   | Migration of 111 Number and 119 Number |                                                                                                                                                                                                                                                                                                                                                                |
| A | 3.2.3.1. |                                        | The Supplier shall be in a state of readiness to migrate the 111 Number and 119 Number on or around one (1) Month before the OSCD or such later date as the Buyer (being NHS Commissioning Board only) may direct, but, in any event, no later than the day prior to the OSCD or such later date as the Buyer (being NHS Commissioning Board only) may direct. |
| A | 3.2.4.   | Firewall, LAN and/or routing           |                                                                                                                                                                                                                                                                                                                                                                |
| A | 3.2.4.1. |                                        | The Supplier shall provide details to the Buyer of any firewall, LAN and/or routing changes required to allow the Services to operate on the Supplier's or Other Suppliers' networks.                                                                                                                                                                          |
| A | 3.2.5.   | Design Solution                        |                                                                                                                                                                                                                                                                                                                                                                |
| A | 3.2.5.1. |                                        | The Supplier shall:                                                                                                                                                                                                                                                                                                                                            |
| A | (i)      |                                        | design a solution capable of operating on the Supplier's or Other Suppliers' data networks with minimum modification required;                                                                                                                                                                                                                                 |
| A | (ii)     |                                        | capture and record configuration requirements with the support of Buyer; and                                                                                                                                                                                                                                                                                   |
| A | (iii)    |                                        | render the Buyer's configuration requirements as part of the low-level design document for Approval.                                                                                                                                                                                                                                                           |
| A | 3.2.6.   | Project Management                     |                                                                                                                                                                                                                                                                                                                                                                |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                                            |                                                                                                                                                                                                                                                                                                         |
|---|----------|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.2.6.1. |                                            | The Supplier shall comply with the Service Requirements for Project Management as specified in Paragraph 3.4 below.                                                                                                                                                                                     |
| A | 3.2.7.   | Indicative Activities                      |                                                                                                                                                                                                                                                                                                         |
| A | 3.2.7.1. |                                            | The Supplier shall comply with the Service Requirements set out under the "Indicative Activities for all Implementations" in preparing and delivering any Implementation Plan.                                                                                                                          |
| A | 3.2.8.   | Scottish, Wales and Northern Ireland Build |                                                                                                                                                                                                                                                                                                         |
| A | 3.2.8.1. |                                            | The Implementation Plan(s) for the Supplier NPFS Services and/or SMS, as applicable shall include the build for the Buyer (being NHS Commissioning Board), NHS24 for Scotland, the Welsh Ambulance Service for Wales and the Department of Health, Social Services and Public Safety, Northern Ireland. |
| A | 3.2.9.   | New Country Implementation                 |                                                                                                                                                                                                                                                                                                         |
| A | 3.2.9.1. |                                            | In respect of the implementation of any Services to new Cluster Members, the Supplier shall establish a project as and when each Cluster Member adopts the 111 Number, in accordance with Prince2 or, if agreed by the Buyer (being NHS Commissioning Board only), similar methodology.                 |
| A | 3.2.9.2. |                                            | The Supplier shall provide a dedicated and suitably qualified Project Manager with experience of similar implementations to those required under this Call-Off Contract.                                                                                                                                |
| A | 3.2.9.3. |                                            | The Supplier shall produce all project documentation in Prince2 format in accordance with Paragraph 3.4 below, including:                                                                                                                                                                               |
| A | (i)      |                                            | Project Initiation Document;                                                                                                                                                                                                                                                                            |
| A | (ii)     |                                            | plan;                                                                                                                                                                                                                                                                                                   |
| A | (iii)    |                                            | design; and                                                                                                                                                                                                                                                                                             |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                                                               |
|---|----------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (iv)     |  | risk and issues log.                                                                                                                                          |
| A | 3.2.9.4. |  | The Supplier shall provide a fully operational and tested service by the date defined in the Change Authorisation Note for the Cluster Member implementation. |
| A | 3.2.9.5. |  | The Supplier shall:                                                                                                                                           |
| A | (i)      |  | capture and record configuration requirements with the support of the Buyer; and                                                                              |
| A | (ii)     |  | render the Buyer's configuration requirements as part of the low-level design document for Approval.                                                          |

**3.3. Higher Level Service Requirements**

| <b>Higher Level Service Requirements</b> | <b>Overview</b>                                                                                                          |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
|                                          | The Services provided by the Supplier shall adhere to the High-level Service Requirements set out in this Paragraph 3.3. |

| <b>Part</b> | <b>CI / Ref</b> | <b>Element of Service Requirements</b> | <b>Service Requirements / Supplier Responsibility</b>                                                                                   |
|-------------|-----------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| A           | 3.3.1.          | Functionality                          |                                                                                                                                         |
| A           | 3.3.1.1.        |                                        | The Supplier shall:                                                                                                                     |
| A           | (i)             |                                        | host the 111 Number and 119 Number;                                                                                                     |
| A           | (ii)            |                                        | provide Services that effectively block Phantom Calls to the 111 Number and 119 Number without adversely impacting the user experience; |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---|----------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (iii)    |                        | host the NPFS 0800 numbers, other Non-Geographic-Numbers (NGN) and resilient geographic numbers;                                                                                                                                                                                                                                                                                                                                                         |
| A | (iv)     |                        | identify the origin of all mobile, landline, Wi-Fi and VoIP calls in to enable them to be routed to the correct provider area and service, this may be based on NNG, mobile mast or mobile zone information and using GPS data from devices in the future. In addition, an IVR solution should be provided to request the caller's location, based on Town, City (or in the case of London nearest tube station), to provide the location of the caller; |
| A | (v)      |                        | route or signpost calls appropriately based on business rules, metadata presented with the call and information gathered from the caller using IVR or Voice Recognition;                                                                                                                                                                                                                                                                                 |
| A | (vi)     |                        | provide Services capable of offering individually branded and tailored user experience for each of the UK Countries;                                                                                                                                                                                                                                                                                                                                     |
| A | (vii)    |                        | deliver calls to designated Contact Centres; and                                                                                                                                                                                                                                                                                                                                                                                                         |
| A | (viii)   |                        | provide the ability to pull real time and historical Management Information (MI) to the Buyer.                                                                                                                                                                                                                                                                                                                                                           |
| A | 3.3.2.   | Availability           |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| A | 3.3.2.1. |                        | The Supplier shall:                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| A | (i)      |                        | provide the Services in accordance with this Call-Off Schedule and Call-Off Schedule 14 (Service Levels); and                                                                                                                                                                                                                                                                                                                                            |
| A | (ii)     |                        | provide appropriate levels of resilience so as to minimise the impact of Business Continuity Events and Disasters in accordance with Call-Off Schedule 8 (BCDR).                                                                                                                                                                                                                                                                                         |
| A | 3.3.3.   | Service Delivery Model |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| A | 3.3.3.1. |                        | The Supplier shall:                                                                                                                                                                                                                                                                                                                                                                                                                                      |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |             |                                                                                                                                                                                                                                    |
|---|----------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (i)      |             | support and maintain the Services;                                                                                                                                                                                                 |
| A | (ii)     |             | support the Supplier's service delivery partners and/or Subcontractors;                                                                                                                                                            |
| A | (iii)    |             | manage the process of ensuring that Other Suppliers carry the 111 Number and 119 Number and other non-geographic numbers, and identify where escalation by the Buyer (being NHS Commissioning Board) is required;                  |
| A | (iv)     |             | provide a 24/7/365 Service Desk to the Buyer to manage:                                                                                                                                                                            |
| A | (a)      |             | Services issues; and                                                                                                                                                                                                               |
| A | (b)      |             | UK telecommunications provider issues relating to the carrying and relay of the 111 Number and 119 Number and other non-geographic numbers and identify where escalation by the Buyer (being NHS Commissioning Board) is required; |
| A | (v)      |             | provide proactive monitoring of key elements of the Services, both Component status and traffic flows;                                                                                                                             |
| A | (vi)     |             | provide a dedicated account lead to liaise and interact with the Buyer;                                                                                                                                                            |
| A | (vii)    |             | provide a billing function which fulfils the billing and invoicing requirements of Call-Off Schedule 5 (Pricing Details);                                                                                                          |
| A | (viii)   |             | provide a billing function capable of invoicing Cluster Members for directly attributable costs; and                                                                                                                               |
| A | (ix)     |             | provide a billing function capable of invoicing Cluster Members for indirect costs using a formula provided by the Buyer.                                                                                                          |
| A | 3.3.4.   | Scalability |                                                                                                                                                                                                                                    |
| A | 3.3.4.1. |             | The Supplier shall:                                                                                                                                                                                                                |
| A | (i)      |             | promptly respond to and meet significant increases and decreases in call volumes. For the avoidance of doubt and without prejudice to Paragraphs 3.3.4.1(iii), 3.3.12.1, 3.5.1.5 and 3.6.2.1 below, the                            |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                |                                                                                                                                                                                                                                                                             |
|---|----------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |                | Supplier acknowledges and agrees that the volumetrics in Appendix 1 of this Call-Off Schedule do not represent any commitment, representation, obligation or guarantee that such volumes will be provided, met or made available by the Buyer under this Call-Off Contract; |
| A | (ii)     |                | provide a Call-Off Catalogue of Pre-Defined Service Requests, the cost of each being either included in the Charges or the associated charge will also be pre-defined, as more particularly described in Call-Off Schedule 5 (Pricing Details); and                         |
| A | (iii)    |                | provide Services capable of handling the predicted call volumes, as such volumes are identified in Appendix 1 of this Call-Off Schedule.                                                                                                                                    |
| A | 3.3.5.   | Flexibility    |                                                                                                                                                                                                                                                                             |
| A | 3.3.5.1. |                | The Supplier shall enable the introduction of new innovative technologies to improve patient / caller experience and drive cost reductions.                                                                                                                                 |
| A | 3.3.6.   | Security       |                                                                                                                                                                                                                                                                             |
| A | 3.3.6.1. |                | The Supplier shall provide a secure solution in accordance with Call-Off Schedule 9 (Security).                                                                                                                                                                             |
| A | 3.3.7.   | Sustainability |                                                                                                                                                                                                                                                                             |
| A | 3.3.7.1. |                | The Supplier shall:                                                                                                                                                                                                                                                         |
| A | (i)      |                | maximise the environmental sustainability of the Services;                                                                                                                                                                                                                  |
| A | (ii)     |                | enable more sustainable ways of working; and                                                                                                                                                                                                                                |
| A | (iii)    |                | provide the Services in accordance with Call-Off Schedule 27 (Corporate Social Responsibility).                                                                                                                                                                             |
| A | 3.3.8.   | Commercial     |                                                                                                                                                                                                                                                                             |
| A | 3.3.8.1. |                | The Supplier shall negotiate competitive rates with other UK telecommunications providers to carry and relay the 111 Number and 119 Number and other non-geographic numbers.                                                                                                |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                  |                                                                                                                                                                                                                |
|---|-----------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.3.8.2.  |                  | The Supplier shall sign-up to the NHS England “Supplier Code of Conduct” as updated from time to time and attached at Appendix 2 of this Call-Off Schedule.                                                    |
| A | 3.3.9.    | Implementation   |                                                                                                                                                                                                                |
| A | 3.3.9.1.  |                  | The Supplier shall ensure a smooth and seamless transition using approved project management methodologies and in accordance with Call-Off Schedule 13 (Implementation Plan and Testing).                      |
| A | 3.3.10.   | Functional Scope |                                                                                                                                                                                                                |
| A | 3.3.10.1. |                  | The Services shall fulfil the Service Requirements, including the following functional scope requirements, with those at (v) and (xiii) to (xx) being within England only):                                    |
| A | (i)       |                  | hosting any non-geographic numbers (NGN);                                                                                                                                                                      |
| A | (ii)      |                  | all network level call treatment;                                                                                                                                                                              |
| A | (iii)     |                  | location identification services for both landline and mobile using appended digits (mobile cell, zone and NNG);                                                                                               |
| A | (iv)      |                  | IVR functionality;                                                                                                                                                                                             |
| A | (v)       |                  | NLP functionality (as an item in the Call-Off Catalogue);                                                                                                                                                      |
| A | (vi)      |                  | announcement capability;                                                                                                                                                                                       |
| A | (vii)     |                  | provision of any databases required to provide the Services;                                                                                                                                                   |
| A | (viii)    |                  | provision of an automatic response to SMS messages to the 111 Number, informing the caller that the number is not available for 111 Calls (until such time as access to the 111 Service via SMS is activated); |
| A | (ix)      |                  | backup solutions and devices;                                                                                                                                                                                  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |         |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---|---------|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (x)     |                      | delivery of calls to Contact Centres both on and off the Supplier's network;                                                                                                                                                                                                                                                                                                                                                                   |
| A | (xi)    |                      | provision of real time and historical MI to the Buyer;                                                                                                                                                                                                                                                                                                                                                                                         |
| A | (xii)   |                      | provision of any MI interfaces to the Buyer and Cluster Members;                                                                                                                                                                                                                                                                                                                                                                               |
| A | (xiii)  |                      | provision of a near-real-time dashboard for the presentation of MI at national, local and provider level (see Paragraph 3.9.4 for additional detail);                                                                                                                                                                                                                                                                                          |
| A | (xiv)   |                      | provision of any Contact Centre interfaces required (excluding ISDN but including any ACD monitoring hardware and associated WAN connectivity);                                                                                                                                                                                                                                                                                                |
| A | (xv)    |                      | provision of any security devices;                                                                                                                                                                                                                                                                                                                                                                                                             |
| A | (xvi)   |                      | provision of automatic functionality that allows calls to overflow to other applicable Contact Centres if they are not being delivered within pre-defined parameters;                                                                                                                                                                                                                                                                          |
| A | (xvii)  |                      | provision of a secure method (unique 6 PIN for named individuals, who will have access to the system) of remotely redirecting calls away from a provider location in the event that through technical failure or other factors where the provider can no longer take the calls (this should allow a graduated percentage split i.e. 10%, 20%, 30%, 40%, 50% etc., of calls to be redirect up to 100%), see Paragraph 3.9.3 for further detail; |
| A | (xviii) |                      | provision of a facility to automatically send SMS messages/notifications to a pre-defined set of callers (see Paragraph 3.6.5 for further details);                                                                                                                                                                                                                                                                                            |
| A | (xix)   |                      | provision of a means through a hidden IVR options to allow health care providers to interrupt the normal call flow and have their call transferred to a specialist function or endpoint; and                                                                                                                                                                                                                                                   |
| A | (xx)    |                      | provide a British Sign Language (BSL) translation service for caller where BSL is their language of choice (see Paragraphs 3.9.8 and 3.12.7.1 for further details).                                                                                                                                                                                                                                                                            |
| A | 3.3.11. | Non-Functional Scope |                                                                                                                                                                                                                                                                                                                                                                                                                                                |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                    |
|---|-----------|--|------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.3.11.1. |  | The Supplier shall ensure the Services fulfil the Service Requirements, including the following non-functional scope requirements: |
| A | (i)       |  | Services covering the full-service lifecycle must include:                                                                         |
| A | (a)       |  | project management;                                                                                                                |
| A | (b)       |  | provision of Documentation;                                                                                                        |
| A | (c)       |  | risks and issue management;                                                                                                        |
| A | (d)       |  | communications management;                                                                                                         |
| A | (e)       |  | asset and configuration management processes;                                                                                      |
| A | (f)       |  | sustainability;                                                                                                                    |
| A | (g)       |  | security;                                                                                                                          |
| A | (h)       |  | design;                                                                                                                            |
| A | (i)       |  | implementation;                                                                                                                    |
| A | (j)       |  | training;                                                                                                                          |
| A | (k)       |  | operations;                                                                                                                        |
| A | (l)       |  | termination; and                                                                                                                   |
| A | (m)       |  | Service Levels and key performance indicators;                                                                                     |
| A | (ii)      |  | provision of all hardware and software required to deliver the Services and meet the Service Requirements;                         |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                                                                  |                                                                                                                                                                                                                                                                                                                                                                             |
|---|-----------|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (iii)     |                                                                  | maintenance of all elements of the Services in accordance with manufacturers guidelines;                                                                                                                                                                                                                                                                                    |
| A | (iv)      |                                                                  | provision of training materials required;                                                                                                                                                                                                                                                                                                                                   |
| A | (v)       |                                                                  | annual security testing; and                                                                                                                                                                                                                                                                                                                                                |
| A | (vi)      |                                                                  | manage other UK telecommunications providers to ensure that they carry the 111 Number and 119 Number and other NGNs and manage the resolution of any issues on behalf of the Buyer.                                                                                                                                                                                         |
| A | 3.3.12.   | Volumetrics                                                      |                                                                                                                                                                                                                                                                                                                                                                             |
| A | 3.3.12.1. |                                                                  | The Supplier shall take the volumetrics in Appendix 1 of this Call-Off Schedule into account when designing and building the Services to fulfil the Service Requirements.                                                                                                                                                                                                   |
| A | 3.3.13.   | Service Desk                                                     |                                                                                                                                                                                                                                                                                                                                                                             |
| A | 3.3.13.1. |                                                                  | The Supplier shall ensure its Service Desk discharges its first line support responsibilities by raising issues with Other Suppliers, tracking, managing and reporting on them as agreed with the Buyer.                                                                                                                                                                    |
| A | 3.3.14.   | Escalation time (percentage of Service Level Threshold Fix Time) |                                                                                                                                                                                                                                                                                                                                                                             |
| A | 3.3.14.1. |                                                                  | The Supplier shall use the most appropriate Incident Severity Levels and provide the Deliverables to meet or exceed the applicable Service Level Thresholds (or comply with the Maximum Incident Resolution Time (as applicable)) for each Service Level from each relevant Operational Service Commencement Date in accordance with Call-Off Schedule 14 (Service Levels). |
| A | 3.3.14.2. |                                                                  | The Supplier shall provide escalation of incidents and problems in accordance with the following requirements:                                                                                                                                                                                                                                                              |
| A | (i)       |                                                                  | Customer Service Analyst – Immediate                                                                                                                                                                                                                                                                                                                                        |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                        |                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---|-----------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (ii)      |                        | Duty Service Desk Manager – 25%                                                                                                                                                                                                                                                                                                                                                                                             |
| A | (iii)     |                        | Head of Service – 50%                                                                                                                                                                                                                                                                                                                                                                                                       |
| A | (iv)      |                        | Senior Account Owner – 100%                                                                                                                                                                                                                                                                                                                                                                                                 |
| A |           |                        | Example: A Severity Level 1 Incident with a 2-hour Service Level Threshold would be escalated to the Head of Service automatically when an hour has elapsed since it was initially logged in accordance with Call-Off Schedule 14 (Service Levels).                                                                                                                                                                         |
| A | 3.3.15.   | Management Information |                                                                                                                                                                                                                                                                                                                                                                                                                             |
| A | 3.3.15.1. |                        | The Supplier will liaise with such nominated third parties to ensure key Management Information is uploaded into the NPFS Management Information reporting solution as part of an operational response to a Health Emergency. The Supplier will work collaboratively with Other Suppliers during both Dormancy and an operational response to ensure the necessary co-ordination and resolution of any given issue or risk. |
| A | 3.3.16.   | Abandoned Calls        |                                                                                                                                                                                                                                                                                                                                                                                                                             |
| A | 3.3.16.1. |                        | The Supplier shall ensure the Services identify abandoned calls, with the following functionality:                                                                                                                                                                                                                                                                                                                          |
| A | (i)       |                        | a proactive monitoring alert based on comparing past trends of activity to the actual call volumes and will alert via email when a possible variance is identified. An alarm in the context of the Services will be an email addressed to a specific distribution list with details about the anomaly identified; and                                                                                                       |
| A | (ii)      |                        | three different levels of alarms will be used depending on the impact the identified issue could cause: Minor, Medium and Major (as set out in Paragraph 3.9.7 below).                                                                                                                                                                                                                                                      |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**3.4. Project Management**

| <b>Project Management</b> | <b>Overview</b>                                                                                                                                      |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           | The Services shall fulfil the Service Requirements for project management services and shall commence on the Operational Services Commencement Date. |

| <b>Part</b> | <b>CI / Ref</b> | <b>Element of Service Requirements</b> | <b>Service Requirements / Supplier Responsibility</b>                                                                                                                                                                         |
|-------------|-----------------|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | 3.4.1.          | Project Management                     |                                                                                                                                                                                                                               |
| A           | 3.4.1.1.        |                                        | The Supplier shall deliver all projects and implementation activity in accordance with Prince2 or similar agreed methodology.                                                                                                 |
| A           | 3.4.1.2.        |                                        | The Supplier shall comply with the MPA (Cabinet Office Major Projects Authority or successor organisations) Gateway Process to all projects and implementations if the relevant threshold for the Gateway Process is reached. |
| A           | 3.4.1.3.        |                                        | In respect of each project or implementation activity required under this Call-Off Contract, the Supplier shall produce all project documentation in Prince2 format including:                                                |
| A           | (i)             |                                        | Project Initiation Document;                                                                                                                                                                                                  |
| A           | (ii)            |                                        | plan;                                                                                                                                                                                                                         |
| A           | (iii)           |                                        | design; and                                                                                                                                                                                                                   |
| A           | (iv)            |                                        | risk and issues log.                                                                                                                                                                                                          |
| A           | 3.4.1.4.        |                                        | The Supplier shall utilise agile project management principles where applicable.                                                                                                                                              |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**3.5. Service Delivery Model**

| <b>Service Delivery Model</b> | <b>Overview</b>                                                                                                                                     |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
|                               | The Services shall fulfil the Service Requirements for the service Delivery model and shall commence on the Operational Services Commencement Date. |

| <b>Part</b> | <b>CI / Ref</b> | <b>Element of Service Requirements</b> | <b>Service Requirements / Supplier Responsibility</b>                                                                                                                                                                                                                                                                                                                                                   |
|-------------|-----------------|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | 3.5.1.          | Service Delivery                       |                                                                                                                                                                                                                                                                                                                                                                                                         |
| A           | 3.5.1.1.        |                                        | The Supplier shall provide a 24/7/365 Service Desk function, based on ITIL or equivalent best practice methodology, accessed by 111 Services, Supplier NPFS Services operational teams to manage:                                                                                                                                                                                                       |
| A           | (i)             |                                        | Services issues;                                                                                                                                                                                                                                                                                                                                                                                        |
| A           | (ii)            |                                        | Service Requests; and                                                                                                                                                                                                                                                                                                                                                                                   |
| A           | (iii)           |                                        | UK telecommunications provider issues relating to the carrying and relay of the 111 Number and 119 Number and other NGNs.                                                                                                                                                                                                                                                                               |
| A           | 3.5.1.2.        |                                        | The Supplier shall maintain all elements of the Services in accordance with manufacturers' recommendations, including the installation of software and firmware updates as recommended by the manufacturer.                                                                                                                                                                                             |
| A           | 3.5.1.3.        |                                        | The Supplier shall ensure that all software is correctly licensed and fully support by the relevant vendor / manufacturer.                                                                                                                                                                                                                                                                              |
| A           | 3.5.1.4.        |                                        | The Supplier shall ensure that all software and hardware is replaced within no less than six (6) Months in advance of withdrawal of full manufacturer support, where this falls within the Call-Off Contract Period. The Supplier shall provide a rolling five (5) year roadmap to the Buyer (being NHS Commissioning Board only) for the Services, detailing planned enhancements and upgrades and the |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                                                                                                                                                                                            |
|---|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           | Supplier shall updated such roadmap on an annual basis and provide an updated copy to the Buyer (being NHS Commissioning Board only) annually during the Call-Off Contract Period.         |
| A | 3.5.1.5.  | The Supplier shall provide a bundle of changes within the Call-Off Charges for alteration to routing plans (volumetric requirements can be found in Appendix 1 of this Call-Off Schedule). |
| A | 3.5.1.6.  | If requested by the Buyer, the Supplier shall change percentage split of calls across Contact Centres and TOD changes and / or DOW within two (2) hours.                                   |
| A | 3.5.1.7.  | The Supplier shall provide ad-hoc Incident reports to the Buyer within twelve (12) hours of any total platform outage and twenty-four (24) hours of any other Severity Level 1 Incident.   |
| A | 3.5.1.8.  | The Supplier shall provide a final report to the Buyer within five (5) Working Days for any Severity Level 1 Incident or above.                                                            |
| A | 3.5.1.9.  | The Supplier shall provide proactive monitoring and alerting for all critical Components of the Services.                                                                                  |
| A | 3.5.1.10. | The Supplier shall provide a traffic monitoring tool to the Buyer which is capable of:                                                                                                     |
| A | (i)       | generating alerts when traffic levels exceed pre-defined tolerances (set based on historic data captured by such traffic monitoring tool);                                                 |
| A | (ii)      | monitoring inbound traffic from locations and Carriers; and                                                                                                                                |
| A | (iii)     | monitoring outbound traffic to Contact Centres,                                                                                                                                            |
| A |           | for example, to identify when call volumes from a Carrier or location drop below a pre-defined level specified by the Buyer, see Paragraph 3.9.7.                                          |
| A | 3.5.1.11. | The Supplier shall provide to the Buyer ad-hoc SMS alerts and regular updates for all Severity Level 1 Incidents and above.                                                                |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                                                                                                                                                                                                                                                                                                         |
|---|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.5.1.12. | The Supplier shall enable the creation of SMS mailing lists with UK Countries and services receiving alerts relating to any shared infrastructure, dedicated infrastructure and end-to-end service (for example the NPFS Service Centre receives alerts when delivery to an NPFS Contact Centre fails). |
| A | 3.5.1.13. | The Supplier shall provide real time system monitoring to identify any Incidents relating to the Services or its interfaces.                                                                                                                                                                            |
| A | 3.5.1.14. | The Supplier shall provide to the Buyer (being NHS Commissioning Board) a three (3) Month roadmap of planned engineering works updated on a Monthly basis.                                                                                                                                              |
| A | 3.5.1.15. | The Supplier shall provide to the Buyer impact assessments for all engineering works detailing purpose, duration and associated risk.                                                                                                                                                                   |
| A | 3.5.1.16. | The Supplier shall provide to the Buyer and Cluster Members training courses where appropriate. Included in the cost should be the initial training on a train the trainer basis, with additional training provided as an item within the Call-Off Catalogue for further train the trainer services.    |
| A | 3.5.1.17. | The Supplier shall provide any training materials and Documentation free from copyright or with prior consent for the Buyer to copy for use by the Buyer and other users of the Services, including the Cluster Members.                                                                                |
| A | 3.5.1.18. | The Supplier shall undertake and perform all required data base administration activities during the Call-Off Contract Period.                                                                                                                                                                          |
| A | 3.5.1.19. | The Supplier shall provide a professional recording and uploading service for recording announcements and system prompts within one (1) day in an emergency or seven (7) days when there is not an emergency.                                                                                           |
| A | 3.5.1.20. | The Supplier shall supply on request by the Buyer, a list of all routing areas and what NGN, mobile masts, emergency zones and post codes are covered by such routing areas.                                                                                                                            |
| A | 3.5.1.21. | The Supplier shall carry out impact assessments for all software and firmware releases and seek Approval prior to installation of such software and firmware releases.                                                                                                                                  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**3.6. IUC Services, NPFS Services and 119 Number Common Service Requirements**

| <b>IUC Services, NPFS Services and 119 Number Common Service Requirements</b> | <p><b>Overview</b></p> <p>These requirements are common to the IUC Services, NPFS Services and 119 Number.</p> <p>The IUC Services, NPFS Services and 119 Number shall fulfil the Service Requirements for the common platform services and shall commence on the applicable Operational Services Commencement Date.</p> |
|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| <b>Part</b> | <b>CI / Ref</b> | <b>Element of Service Requirements</b> | <b>Service Requirements / Supplier Responsibility</b>                                                                                                                                                                                                                                                                                                                                                                             |
|-------------|-----------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | 3.6.1.          | Functionality                          |                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| A           | 3.6.1.1.        |                                        | <p>The Supplier shall design, implement and manage the IUC Services and Supplier NPFS Services via the 111 Number and 119 Number, to deliver the functionality shown in the workflow below (note: this is for illustrative purposes only, the final call-flow will be agreed at design stage, please also note: the 119 Number is currently delivered directly into the NPFS infrastructure and therefore is not show below):</p> |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.6.1.3.  | The Supplier shall manage the process of ensuring that other UK telecommunications Carriers carry the 111 Number and 119 Number and that it can be dialled free of charge from all UK landlines, mobiles and internet telephony providers.                                                                                                                                                                                                |
| A | 3.6.1.4.  | The Supplier shall ensure that calls to the 111 Number and 119 Number are relayed from other UK telecommunications Carriers to the Supplier 111 or 119 Services.                                                                                                                                                                                                                                                                          |
| A | 3.6.1.5.  | The Supplier shall provide a solution that effectively blocks Phantom Calls to the 111 Number and 119 Number without adversely impacting on the user experience.                                                                                                                                                                                                                                                                          |
| A | 3.6.1.6.  | The Supplier shall identify the origin of mobile, landline and VoIP calls and ensure that metadata is passed from origination UK telecommunications provider.                                                                                                                                                                                                                                                                             |
| A | 3.6.1.7.  | The Supplier shall provide the ability to upload announcements and prompts in .wav or similar format.                                                                                                                                                                                                                                                                                                                                     |
| A | 3.6.1.8.  | The Supplier shall provide the ability to record prompts remotely and securely from any landline phone.                                                                                                                                                                                                                                                                                                                                   |
| A | 3.6.1.9.  | The Supplier shall replay recorded announcements and prompts individually or consecutively with no more than one (1) second inter announcement delay.                                                                                                                                                                                                                                                                                     |
| A | 3.6.1.10. | The Supplier shall capture information from the caller using IVR touchtone menu options.                                                                                                                                                                                                                                                                                                                                                  |
| A | 3.6.1.11. | The Supplier shall provide optional barge in facility to enter touchtone responses during a prompt.                                                                                                                                                                                                                                                                                                                                       |
| A | 3.6.1.12. | The Supplier shall provide a voice recognition IVR or NLP (if NLP has been selected from the catalogue items) solution to identify the callers nearest town/city, or tube station in the case of London, to identify the location of callers where standard methods such as identifying the originating NNG are not possible (for example, for London where the NNGs are not sufficiently granular or for VoIP callers, see Appendix 12). |
| A | 3.6.1.13. | The Supplier shall route calls appropriately based on business rules, metadata presented with the call and information gathered from the caller.                                                                                                                                                                                                                                                                                          |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---|-----------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.6.1.14. |  | The Supplier shall provide the ability to deliver calls to Contact Centre ACD over the PSTN using a throttling mechanism to limit the maximum number of concurrent calls.                                                                                                                                                                                                                                                                                                                                                 |
| A | 3.6.1.15. |  | The Supplier shall be able to automatically route calls to an alternative destination or line block in the event of encountering busy, out of service or ring tone no reply.                                                                                                                                                                                                                                                                                                                                              |
| A | 3.6.1.16. |  | The Supplier shall provide load balancing capability to control the amount of calls sent to each routing destination.                                                                                                                                                                                                                                                                                                                                                                                                     |
| A | 3.6.1.17. |  | The Supplier shall provide 'Take Back and Transfer' functionality, which allows calls at the instigation of the receiving party (either by directly entering a number or selecting a number from a pre-populated list) to have the call taken back by the system and re-routed the call to the alternative number without causing the call to trombone across the network (i.e. not having the call continuing to be sent to original site and from there to the alternative number, which would double bandwidth usage). |
| A | 3.6.1.18. |  | The Supplier shall create a partitioned environment with permission-based access control that allows nominated administrators from each of the four UKCs to administer their respective elements of the Services.                                                                                                                                                                                                                                                                                                         |
| A | 3.6.1.19. |  | The Supplier shall provide an intuitive graphical user interface, for use by the Buyer or any third party on behalf of the Buyer, such as nominated administrators from the UK Countries, to enable the scripting of call treatment and routing plans to be managed.                                                                                                                                                                                                                                                      |
| A | 3.6.1.20. |  | The Supplier shall provide an intuitive touch tone operated tool, for use by and on behalf of the Buyer, to enable activation of pre-determined routing changes such as changing the percentage split of calls to a delivery number or routing calls to an alternative delivery number (accessed by an ex-directory number and with secure touch tone user authentication, see Paragraph 3.9.3).                                                                                                                          |
| A | 3.6.1.21. |  | The Supplier shall provide a two-level default routing plan which can deliver calls directly to Contact Centres in the event of:                                                                                                                                                                                                                                                                                                                                                                                          |
| A | (i)       |  | a total failure of the Buyer's specific Services intelligent routing instance; and/or                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| A | (ii)      |  | a total failure of the shared intelligent routing platform.                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                                                                           |
|---|-----------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.6.1.22. |  | The Supplier shall provide a real time management dashboard (see Paragraph 3.9.4 for additional detail), with the ability to set thresholds and traffic light style status indicators, showing instantaneous and position from 00:00 data (including but not limited to): |
| A | (i)       |  | calls offered on each NGN by geography;                                                                                                                                                                                                                                   |
| A | (ii)      |  | calls abandoned at network level;                                                                                                                                                                                                                                         |
| A | (iii)     |  | calls routed to each routing destination; and                                                                                                                                                                                                                             |
| A | (iv)      |  | trunk saturation at Contact Centre.                                                                                                                                                                                                                                       |
| A | 3.6.1.23. |  | The Supplier shall provide the ability to pull historical annual, Monthly, daily and hourly reports to the Buyer showing (including but not limited to):                                                                                                                  |
| A | (i)       |  | geographic origin;                                                                                                                                                                                                                                                        |
| A | (ii)      |  | calls offered on each NGN by geography;                                                                                                                                                                                                                                   |
| A | (iii)     |  | calls abandoned at network level;                                                                                                                                                                                                                                         |
| A | (iv)      |  | calls routed to each routing destination;                                                                                                                                                                                                                                 |
| A | (v)       |  | trunk saturation at Contact Centre;                                                                                                                                                                                                                                       |
| A | (vi)      |  | call by call "presented CLI" logs showing time, date, duration and destination;                                                                                                                                                                                           |
| A | (vii)     |  | pseudonymised CLI where number is withheld to enable the identification of originating NGN and repeat caller analysis;                                                                                                                                                    |
| A | (viii)    |  | network level blocking; and                                                                                                                                                                                                                                               |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                                                                                                                                                                                                                |
|---|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (ix)      | Automated Speech Recognition port usage: Calls in progress 15min intervals, Calls in progress Daily port Usage and Calls in progress Peak port usage.                                                          |
| A | 3.6.1.24. | The Supplier shall provide the capability to extract historical MI securely using standard database query tools, with the ability to export the data into data analytic tools such as SPLUNK®.                 |
| A | 3.6.1.25. | The Supplier shall provide the capability to transfer data using MESH (Message Exchange for Social Care and Health).                                                                                           |
| A | 3.6.1.26. | The Supplier shall provide the capability to route SMS messages, with location metadata, into agreed multimedia Contact Centre destinations.                                                                   |
| A | 3.6.1.27. | NOT USED                                                                                                                                                                                                       |
| A | 3.6.1.28. | The Supplier shall provide the capability to the Buyer to interface with both the 111 BSL Interpreter Service and the NPFS BSL Interpreter Service.                                                            |
| A | 3.6.1.29. | The Supplier shall provide Time of Day, Day of Week scheduling capability.                                                                                                                                     |
| A | 3.6.1.30. | The Supplier shall ensure the IUC Services and Supplier NPFS Services are capable of attributing an abandoned call (at network level) to a service where the caller has selected a service, for example, NPFS. |
| A | 3.6.1.31. | The Supplier shall stress test the IUC Services and Supplier NPFS Services with a traffic simulation tool.                                                                                                     |
| A | 3.6.1.32. | The Supplier shall switch live calls through the IUC Services, NPFS and 119 Services, in the early hours of the morning, prior to the Operational Services Commencement Date for test purposes.                |
| A | 3.6.2.    | Scalability                                                                                                                                                                                                    |
| A | 3.6.2.1.  | The Supplier shall ensure the IUC Services and Supplier NPFS Services are capable of handling the predicted call volumes defined in Appendix 1 of this Call-Off Schedule without encountering blocking.        |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                 |                                                                                                                                                                                                                                                                                                                          |
|---|----------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.6.2.2. |                 | The Supplier shall ensure the IUC Services and Supplier NPFS Services are capable of being scaled up or down in a modular fashion to match demand for the Services.                                                                                                                                                      |
| A | 3.6.3.   | Flexibility     |                                                                                                                                                                                                                                                                                                                          |
| A | 3.6.3.1. |                 | The Supplier shall provide a six (6) Monthly review of technology and service methodology changes in the marketplace which may improve provision of the IUC Services and NPFS Services.                                                                                                                                  |
| A | 3.6.4.   | Omnichannel     |                                                                                                                                                                                                                                                                                                                          |
| A | 3.6.4.1. |                 | The Supplier shall provide IUC Services and Supplier NPFS Services that support multi-channel and media streams (including but not limited to voice, video (supporting the WebRTC video specification), text, messaging and chat bots) and are able to route these channels to the relevant Contact Centres as required. |
| A | 3.6.5.   | SMS Signposting |                                                                                                                                                                                                                                                                                                                          |
| A | 3.6.5.1. |                 | The Supplier shall provide a mechanism to send information to a caller's mobile phone via SMS (as an example: a URL or other information signposting the caller to a new service being offered within their area). This must be optional with a positive IVR response constituting consent.                              |
| A | 3.6.5.2. |                 | The following use cases need to be taken into account:                                                                                                                                                                                                                                                                   |
| A | (i)      |                 | the caller is calling from the mobile to which they wish the link to be sent;                                                                                                                                                                                                                                            |
| A | (ii)     |                 | the caller is calling from a landline but still wishes the link to be set via a text-based service (assumed the patient has text to speak conversion service on their landline); or                                                                                                                                      |
| A | (iii)    |                 | the call is calling from a landline but when advised that it is possible to send a link wishes to give an alternative mobile delivery number.                                                                                                                                                                            |
| A | 3.6.5.3. |                 | The IUC Services and Supplier NPFS Services should have the following capabilities:                                                                                                                                                                                                                                      |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |        |              |                                                                                                                                                                                                                                                                                                                            |
|---|--------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (i)    |              | offer alternative URLs for each of the commissioning areas;                                                                                                                                                                                                                                                                |
| A | (ii)   |              | treat Location Unknown / National Contingency activations (see Paragraph 3.9.3) in an appropriate manner i.e. if a call has been routed as a location unknown, the system does not offer the URL because the URL would not be relevant to that caller. In the event of national contingency activation, the caller should: |
| A | (a)    |              | not get the URL; or                                                                                                                                                                                                                                                                                                        |
| A | (b)    |              | get the URL but for the area from which the call originated, not the area of the provider who answered the call.                                                                                                                                                                                                           |
| A |        |              | For avoidance of doubt at no time should a caller be given a URL for a service outside of their geography;                                                                                                                                                                                                                 |
| A | (iii)  |              | report how many people elected to receive an SMS and/or email by geographic area;                                                                                                                                                                                                                                          |
| A | (iv)   |              | have the sending name read as from 'NHS111', '119' or 'NPFS' (as applicable) regardless of which commissioning area sent the text;                                                                                                                                                                                         |
| A | (v)    |              | the sending number should be 111 or something equally unique;                                                                                                                                                                                                                                                              |
| A | (vi)   |              | in the event of someone replying to or texting the number they'll receive a no reply, not in-service message (as is the case if you text 111);                                                                                                                                                                             |
| A | (vii)  |              | the patient's telephone number will be classed as Patient Identifiable Information under the data protection act and any outsourcing arrangements and security should be commensurate; and                                                                                                                                 |
| A | (viii) |              | have the ability for the Buyer (being NHS Commissioning Board) to use the text facility send a text to predetermined set of recipient's mobile numbers, for example in the event of contingency activation.                                                                                                                |
| A | 3.6.6. | Availability |                                                                                                                                                                                                                                                                                                                            |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---|----------|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.6.6.1. |                                  | The Supplier shall provide a fully functional service, based on the full-service specification, which is at least 99.99% Available 24/7/365.                                                                                                                                                                                                                                                                                                                                                          |
| A | 3.6.6.2. |                                  | The Supplier shall provide a limited functionality service in event of a Routing Database failure, routing calls to the 111 Number and NPFS based on option selected and originating location that is at least 99.999% Available 24/7/365.                                                                                                                                                                                                                                                            |
| A | 3.6.6.3. |                                  | The Supplier shall provide appropriate levels resilience to minimise the impact of Business Continuity Events and Disasters.                                                                                                                                                                                                                                                                                                                                                                          |
| A | 3.6.6.4. |                                  | The Supplier shall in the event of a catastrophic failure of the infrastructure, load balance 111 Calls across 111 Providers and NPFS calls to NPFS Contact Centres based on country of origin. Similar arrangements will be required for the 119 Number. For example, in a situation when NPFS is in NPFS Operation in England but not Scotland, Scottish callers will be played a message stating that the service is not available while English callers will be routed to an NPFS Contact Centre. |
| A | 3.6.7.   | Security                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| A | 3.6.7.1. |                                  | The Supplier shall ensure that the Services adhere to the Information Governance Policy that apply to the Buyer.                                                                                                                                                                                                                                                                                                                                                                                      |
| A | 3.6.7.2. |                                  | The Supplier shall provide the service from secure locations commensurate with the type of data stored and services provided in accordance with Information Governance Policy standards (or equivalent).                                                                                                                                                                                                                                                                                              |
| A | 3.6.7.3. |                                  | The Supplier shall undertake annual security checks using an independently accredited organisation.                                                                                                                                                                                                                                                                                                                                                                                                   |
| A | 3.6.7.4. |                                  | The Supplier shall provide reports on any security violations or attacks.                                                                                                                                                                                                                                                                                                                                                                                                                             |
| A | 3.6.7.5. |                                  | The Supplier shall ensure the Services are free from Toll Fraud Vulnerabilities.                                                                                                                                                                                                                                                                                                                                                                                                                      |
| A | 3.6.7.6. |                                  | The Supplier shall ensure that appropriate levels of security checks are carried out on all Supplier Staff.                                                                                                                                                                                                                                                                                                                                                                                           |
| A | 3.6.8.   | Data Processing Responsibilities |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                                                                                              |
|---|----------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.6.8.1. |  | The Supplier shall comply with the provisions of Call-Off Schedule 33 (Processing Data).                                                                                                     |
| A | 3.6.8.2. |  | The Supplier shall comply with Information Governance Policy assurances via the Data Security and Protection Toolkit (“ <b>DSPT</b> ”) using the applicable toolkit version.                 |
| A | 3.6.8.3. |  | The Supplier shall comply with the Buyer’s Information Governance Policy standards with levels of security commensurate with the type of data held. This will include but not be limited to: |
| A | (i)      |  | undertaking a full Data Protection Impact Assessment;                                                                                                                                        |
| A | (ii)     |  | establishment of data sharing agreements;                                                                                                                                                    |
| A | (iii)    |  | adherence to Record Retention Policies;                                                                                                                                                      |
| A | (iv)     |  | Use of anti-virus software in accordance with Call-Off Schedule 9 (Security);                                                                                                                |
| A | (v)      |  | deployment of intruder protection and detection devices; and                                                                                                                                 |
| A | (vi)     |  | regular independent penetration testing.                                                                                                                                                     |
| A | 3.6.8.4. |  | The Supplier shall comply with current Data Protection Legislation and any subsequent or updated regulations.                                                                                |
| A | 3.6.8.5. |  | The Supplier shall comply with Caldicott Principles for safeguarding patient information.                                                                                                    |
| A | 3.6.8.6. |  | The Supplier shall encrypt any Personal Data held, such as biometric information.                                                                                                            |
| A | 3.6.8.7. |  | The Supplier shall support IUC Providers and NPFS Providers to discharge their legal responsibilities as Controller. In particular the Supplier shall:                                       |
| A | (i)      |  | comply with the Data Protection Legislation. This compliance will include keeping records of data processing activities;                                                                     |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---|-----------|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (ii)      |                   | at the Buyer's request, support the IUC Providers and NPFS Providers (as applicable) to respond to a Subject Access Request made by a patient under Data Protection Legislation at no charge to the patient;                                                                                                                                                                                                                                                                                                               |
| A | (iii)     |                   | at the Buyer's request, supply information required to be recorded in the record access audit log that the IUC Providers and NPFS Providers will automatically maintain in the system. This audit log should be readily accessible by the IUC Providers and NPFS Providers as Controller to allow the IUC Providers and NPFS Providers to respond to patient requests for this information (as committed in the NHS Patient Care Record Guarantee) or to any authorised information security or governance investigations. |
| A | 3.6.8.8.  |                   | The Supplier shall hold Personal Data securely within the U.K. where Patient Identifiable Data is hosted externally by the Supplier (or one of its Subcontractors).                                                                                                                                                                                                                                                                                                                                                        |
| A | 3.6.8.9.  |                   | The Supplier shall fully support the IUC Providers and NPFS Providers to detect, report and investigate Personal Data Breaches, complying with the requirement to report specific breaches to the ICO within seventy-two (72) hours of becoming aware of such a breach.                                                                                                                                                                                                                                                    |
| A | 3.6.8.10. |                   | The Supplier shall comply with the National Data Guardian's Data 10 Security Standards.                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| A | 3.6.8.11. |                   | The Supplier shall comply with the Data Security and Protection Toolkit.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| A | 3.6.8.12. |                   | The Supplier shall comply with any other data processing and regulatory tools that become mandated in the future.                                                                                                                                                                                                                                                                                                                                                                                                          |
| A | 3.6.9.    | Records retention |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| A | 3.6.9.1.  |                   | The Supplier shall ensure that where Voice Recording has been ordered (which shall be in respect of the Home Working (Future Service) only) all calls are voice recorded on extension side and that all conversations, including internal consultation and warm transfer requests, are recorded to a legally admissible standard.                                                                                                                                                                                          |
| A | 3.6.9.2.  |                   | The Supplier shall comply with the records retention period for all records including voice recordings in the NHS Records Management Code of Practice (see Appendix 13). For the avoidance of doubt,                                                                                                                                                                                                                                                                                                                       |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                |                                                                                                                                                                                                                                                                                                                                                                                               |
|---|-----------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |                | regarding the voice recording this may involve the need to tag calls with the patient's date of birth to enable records to be purged when the respective retention period has elapsed.                                                                                                                                                                                                        |
| A | 3.6.9.3.  |                | The Supplier shall demonstrate adherence to the protection and retention of all information collected and used for the purpose of this Call-Off Contract in line with the Public Records Act 1958 and NHS Records Management Code of Practice , whether electronic or manually held.                                                                                                          |
| A | 3.6.9.4.  |                | Any information required to be held longer than the minimum periods outlined in the NHS Records Management Code of Practice, must be approved by the ICO prior to retaining the relevant data. All requests must include details of the extension required and justification for request.                                                                                                     |
| A | 3.6.9.5.  |                | The Supplier and any Subcontractors shall ensure that disposal of records and information is in line with minimum retention periods and make use of appropriate and adequate secure destruction methods.                                                                                                                                                                                      |
| A | 3.6.9.6.  |                | The Supplier shall work with the Buyer to supply a full list of information (including digital assets) that have been destroyed each year and certificates of destruction.                                                                                                                                                                                                                    |
| A | 3.6.9.7.  |                | The Supplier shall not process any Patient Identifiable Data outside of the UK without prior Approval from the Buyer (being NHS Commissioning Board).                                                                                                                                                                                                                                         |
| A | 3.6.9.8.  |                | Where information is held in digital format, the Supplier shall ensure that this is done in line with ISO 15489 – Information and Document standard 28 (or the Code of Practice for Legal Admissibility and evidential weight for information stored electronically), or an equivalent standard satisfactory to the Buyer. For the avoidance of doubt this will include voice recording data. |
| A | 3.6.10.   | Record Keeping |                                                                                                                                                                                                                                                                                                                                                                                               |
| A | 3.6.10.1. |                | The Supplier shall adhere to all legislation, agreed policies and best practice concerning record keeping covering both administrative and clinical records.                                                                                                                                                                                                                                  |
| A | 3.6.10.2. |                | All calls/contacts with users must to be recorded accordingly and retained in line with guidance on records retention schedules (NHS Records Management Code of Practice.                                                                                                                                                                                                                     |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**3.7. Exit Requirements**

| <b>Exit Requirements</b> | <b>Overview</b>                                                                                                                                        |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
|                          | Without prejudice to the obligations set out in Call-Off Schedule 10 (Exit Management) the following shall also apply when the Call-Off Contract ends. |

| <b>Part</b> | <b>CI / Ref</b> | <b>Element of Service Requirements</b> | <b>Service Requirements / Supplier Responsibility</b>                                                                                                                                                                                                       |
|-------------|-----------------|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | 3.7.1.          | Exit                                   |                                                                                                                                                                                                                                                             |
| A           | 3.7.1.1.        |                                        | The Supplier shall comply with the provisions of Call-Off Schedule 10 (Exit Management).                                                                                                                                                                    |
| A           | 3.7.1.2.        |                                        | The Supplier shall prior to expiry of all or part of this Call-Off Contract, support the Buyer with pre-procurement activities.                                                                                                                             |
| A           | 3.7.1.3.        |                                        | The Supplier shall provide the Exit Management Function and appoint an Exit Manager in accordance with the provisions of Call-Off Schedule 10 (Exit Management).                                                                                            |
| A           | 3.7.1.4.        |                                        | The Supplier shall deliver the exit project in accordance with Prince 2 or, if agreed by the Buyer, similar methodology.                                                                                                                                    |
| A           | 3.7.1.5.        |                                        | The Supplier shall produce an Exit Plan and provide it to the Buyer as set out in Call-Off Schedule 10 (Exit Management). Without prejudice to Call-Off Schedule 10 (Exit Management), the Supplier shall ensure that the Exit Plan includes the following: |
| A           | (i)             |                                        | scope of work;                                                                                                                                                                                                                                              |
| A           | (ii)            |                                        | timescales for decommissioning;                                                                                                                                                                                                                             |
| A           | (iii)           |                                        | Supplier and Buyer responsibilities;                                                                                                                                                                                                                        |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                             |
|---|-----------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (iv)      |  | exit costs as determined in accordance with this Call-Off Contract; and                                                                                                     |
| A | (v)       |  | identification of any staff that may be affected by TUPE.                                                                                                                   |
| A | 3.7.1.6.  |  | The Supplier shall hand back all data, such as CLI logs, associated with the Services at point of exit in a format required by the Buyer.                                   |
| A | 3.7.1.7.  |  | The Supplier shall on successful testing and verification of transferred data, delete all copies of Buyer Data (witnessed by the Buyer).                                    |
| A | 3.7.1.8.  |  | The Supplier shall hand back any Buyer owned assets and or software.                                                                                                        |
| A | 3.7.1.9.  |  | The Supplier shall hand over any design and configuration documentation relating to the Services (where owned by the Buyer as prescribed in this Call-Off Contract).        |
| A | 3.7.1.10. |  | The Supplier shall assist the Buyer in transferring the Services to a Replacement Supplier, including but not limited to:                                                   |
| A | (i)       |  | attending service transition meetings;                                                                                                                                      |
| A | (ii)      |  | providing input into and working to a combined plan; and                                                                                                                    |
| A | (iii)     |  | providing input into a combined risk and issues log.                                                                                                                        |
| A | 3.7.1.11. |  | The Supplier shall release in a timely manner any NGN, including the primary 111 Number and 119 Number, for porting to a new service provider.                              |
| A | 3.7.1.12. |  | The Supplier shall ensure a smooth and seamless exit using approved project management methodologies which considers the requirements of the Buyer and the Cluster Members. |
| A | 3.7.1.13. |  | The Supplier shall provide the Buyer with any bespoke Natural Language Processing (NLP) Dictionaries that have been created.                                                |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                            |
|---|-----------|--|------------------------------------------------------------------------------------------------------------|
| A | 3.7.1.14. |  | The Supplier shall provide the Buyer with copies of all bespoke system prompts.                            |
| A | 3.7.1.15. |  | The Supplier shall provide the Buyer with a Data Dictionary of information created on behalf of the Buyer. |

**3.8. Countries**

| <b>Countries</b> | <b>Overview</b>                                                                                                                                                       |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | These are the requirements that are specific for the use of the 111 Number in other countries/regions/dependencies that are part of the UK National Numbering Scheme. |

| <b>Part</b> | <b>CI / Ref</b> | <b>Element of Service Requirements</b> | <b>Service Requirements / Supplier Responsibility</b>                                                                                                                                                                                                                                                                                                                                  |
|-------------|-----------------|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | 3.8.1.          | General                                |                                                                                                                                                                                                                                                                                                                                                                                        |
| A           | 3.8.1.1.        |                                        | The routing must identify the origin of the 111 Calls and route to the appropriate nominated Contact Centre. In the event of a failure, calls must be either routed to an alternate Contact Centre or load balanced across multiple providers.                                                                                                                                         |
| A           | 3.8.2.          | England                                |                                                                                                                                                                                                                                                                                                                                                                                        |
| A           | 3.8.2.1.        |                                        | In England, IUC Services are commissioned locally by Clinical Commissioning Groups (CCGs). England is currently split into thirty-eight (38) Lead Commissioning Groups which at present are contracted to eighteen (18) IUC Providers. Calls must be routed based on geographic origin to the appropriate IUC Provider with area unknown calls load balanced across the IUC Providers. |
| A           | 3.8.2.2.        |                                        | Where location cannot be determined automatically calls will be routed to NLP or a natural voice IVR to determine the nearest town or city.                                                                                                                                                                                                                                            |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---|----------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.8.3.   | Scotland           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| A | 3.8.3.1. |                    | In Scotland, NHS 24 callers are routed to the correct destination based on a combination of information provided by the caller and the circumstances at the time the call is made. This is achieved by the use of caller defined variables, collected through DTMF IVR, and pre-set variables controlled by a supervisor. These variables are then used to control the routing of the call within the system script. For example, the system administrator can set a variable for "adverse weather," which can be used to tailor the routing of callers from at risk groups during an adverse weather event. The current scripts contain about seventy (70) decision points and play approximately seventy (70) different recorded announcements. |
| A | 3.8.4.   | Wales              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| A | 3.8.4.1. |                    | The origin of calls in Wales is determined automatically or by using IVR and Welsh calls are delivered to the Welsh Ambulance Service (WAS). It should be noted that there are Welsh language IVR options linked to Welsh calls. The 111 Number is not currently used across the whole of Wales. However, the number is live and in areas where it is not used callers are advised to redial to NHS Direct Wales on 0345 4647.                                                                                                                                                                                                                                                                                                                    |
| A | 3.8.5.   | Northern Ireland   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| A | 3.8.5.1. |                    | Northern Ireland is likely to adopt the use of the 111 Number during the Call-Off Contract Period. Therefore, provision should be made to allow this to happen, with particular consideration given to how the border with the Republic of Ireland will be managed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| A | 3.8.5.2. |                    | If the 111 BSL Interpreter Service is implemented in Northern Ireland, then ISL (Irish Sign Language) interpreters will also be required. There is also a likelihood that these ISL interpreters will need to be based in NI.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| A | 3.8.6.   | Crown Dependencies |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| A | 3.8.6.1. |                    | Currently there are no plans to launch the use of the 111 Number in Crown Dependencies. However, provision should be made to allow this to happen if at such time in the future the decision is taken to adopt the use of the 111 Number.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |              |                                                                                                                                                                                                                                                   |
|---|----------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.8.7.   | Border Areas | In certain areas NNG, mobile mast coverage and mobile zones do not respect political or health service boundaries. This is a particular issue on the border between England and Wales or England or Scotland but can be an issue at county level. |
| A | 3.8.7.1. |              | Service provision should provide for overlapping NNG and Mast Zones offering a location identifying voice IVR.                                                                                                                                    |
| A | 3.8.7.2. |              | The Supplier shall adopt a standard county menu (press 1 for England, 2 for Scotland, 3 for Wales and 4 for Northern Ireland) used on all country borders and where no country location information is presented.                                 |

**3.9. IUC Service Specific Service Requirements**

|                                                  |                                                                                              |
|--------------------------------------------------|----------------------------------------------------------------------------------------------|
| <b>IUC Service Specific Service Requirements</b> | <b>Overview</b><br>These are the requirements that are unique to IUC Services within England |
|--------------------------------------------------|----------------------------------------------------------------------------------------------|

| <b>Part</b> | <b>CI / Ref</b> | <b>Element of Service Requirements</b> | <b>Service Requirements / Supplier Responsibility</b>                                                                                                                                                                                                                                               |
|-------------|-----------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | 3.9.1.          | IUC Service Requirements               |                                                                                                                                                                                                                                                                                                     |
| A           | 3.9.1.1.        |                                        | The Supplier shall provide the capability to combine NNGs, mobile masts and mobile emergency areas into groups, hereby known as “ <b>Routing Areas</b> ”, for the purpose routing (for the example mapped CCG or former PCT areas).                                                                 |
| A           | 3.9.1.2.        |                                        | The Supplier shall receive metadata associated with GPS positioning for the purposes of location identification and call routing, through such technology as Advanced Mobile Location (AML) or other Geo-locations systems that do not require caller input to facilitate accurate caller location. |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                                                                                                                                                                                                                                                                                   |
|---|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.9.1.3.  | The Supplier shall create a calling line identity (“ <b>CLI</b> ”) database using Open Source Software (where possible) and shall maintain such database and associated routing information (together the “ <b>CLI database</b> ”).                                               |
| A | 3.9.1.4.  | The Supplier shall provide the ability to upload CLI data into the CLI database in .csv or other similar open formats.                                                                                                                                                            |
| A | 3.9.1.5.  | The Supplier shall provide a secure web interface to allow administrators to update the CLI database remotely.                                                                                                                                                                    |
| A | 3.9.1.6.  | The Supplier shall provide the ability to look up a caller’s CLI in the CLI database and route based on routing information with no impact on user experience.                                                                                                                    |
| A | 3.9.1.7.  | The Supplier shall provide a means to tag specific or bulk caller CLIs to allow them to be handled/routed in a pre-defined manner.                                                                                                                                                |
| A | 3.9.1.8.  | The Supplier shall provide the ability to import CLI data as for individual records or in bulk.                                                                                                                                                                                   |
| A | 3.9.1.9.  | The Supplier shall make provision for the routing of inbound contacts using instant messaging, video calling and other systems that could enhance patient access and future channel shift enabling technical solutions to improve the patient journey.                            |
| A | 3.9.1.10. | The Supplier shall provide automatic functionality that allows calls to overflow to IUC Provider locations (based on the default routing plan) if they are not being delivered within pre-defined parameters and send alert messages to pre-defined individuals when this occurs. |
| A | 3.9.1.11. | The Supplier shall provide alert messages to pre-defined individuals if calls are abandoned at network level.                                                                                                                                                                     |
| A | 3.9.1.12. | The Supplier shall provide a process for identifying repeat callers where agreed criteria have been met and route those calls to an agreed location.                                                                                                                              |
| A | 3.9.1.13. | The Supplier shall provide a process for blocking the numbers of malicious/nuisance callers.                                                                                                                                                                                      |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| A | 3.9.2.   | Video Consultation Service |                                                                                                                                                               |
|---|----------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.9.2.1. |                            | The Supplier shall provide a video consulting solution that fulfils the following minimum service requirements:                                               |
| A | (i)      |                            | real-time RTC capable of establishing video session by all common browsers and OS (Operation Systems) with no need to download any components (list browser); |
| A | (ii)     |                            | SMS and e-mail session establishment;                                                                                                                         |
| A | (iii)    |                            | no data at rest on the agent or patient's device;                                                                                                             |
| A | (iv)     |                            | GPS Location with map view;                                                                                                                                   |
| A | (v)      |                            | ergonomic design / accessibility criteria;                                                                                                                    |
| A | (vi)     |                            | switchable between one or two-way video, on a pre-set or call-by-call basis;                                                                                  |
| A | (vii)    |                            | administrator functionality, with ability to create and modify user accounts;                                                                                 |
| A | (viii)   |                            | API workflow integration;                                                                                                                                     |
| A | (ix)     |                            | bandwidth optimisation;                                                                                                                                       |
| A | (x)      |                            | session logging (ability to trace which agent made a video call to which endpoint);                                                                           |
| A | (xi)     |                            | utilisation reports (profiled utilisation over 24-hour period down to 15-minute segments);                                                                    |
| A | (xii)    |                            | still image transmission;                                                                                                                                     |
| A | (xiii)   |                            | tailored URL for SMS and email messaging for session establishment; and                                                                                       |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                      |                                                                                                                                                                                                                                                                                        |
|---|----------|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (xiv)    |                      | full time and date stamping, with email address or telephone number of caller and agent identification; and                                                                                                                                                                            |
| A | (xv)     |                      | identifying and deploy a suitable method for monitoring video\audio quality and user experience.                                                                                                                                                                                       |
| A | 3.9.2.2. |                      | The Supplier will provide a video consulting solution that should fulfil the following optional service requirements (which would be available as catalogue items) as set out in the Change Authorisation Note via the Change Control Procedure when required:                         |
| A | (i)      |                      | Video and audio recording;                                                                                                                                                                                                                                                             |
| A | (ii)     |                      | Permission based access control to recordings with the concept of supervisory control over a staff group;                                                                                                                                                                              |
| A | (iii)    |                      | The ability to have multiple video participants active on a single call; and                                                                                                                                                                                                           |
| A | (iv)     |                      | The ability to have a caller quality score function which allows the caller to rate the video quality at the end of the call.                                                                                                                                                          |
| A | 3.9.3.   | National Contingency |                                                                                                                                                                                                                                                                                        |
| A | 3.9.3.1. |                      | National Contingency (Standard Use)                                                                                                                                                                                                                                                    |
| A | (i)      |                      | The Supplier shall provide a secure mechanism via any phone (using an IVR) to divert 111 Calls away from an IUC Provider in the event the IUC Provider has planned engineering work, technical issues, or in a situation when the IUC Provider becomes clinically unsafe.              |
| A | (ii)     |                      | Diverted calls will be sent to the remaining providers based on a pre-agreed ratio plan (Providers receiving a percentage of the diverted calls commensurate with their normal share of the national call volume). This plan needs to reflect whichever provider(s) is in contingency. |
| A | (iii)    |                      | The IVR system will have series of voice prompts, which can be used to select an IUC Provider to achieve the desired change, including diverting calls at varying percentage (0%, 5%, 10%, 15%, 20%, 30%, 40%, 50%, 100%) and removing all diverts simultaneously.                     |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                                                                                                                                                                                                                                                                                                                                                                                                 |
|---|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (iv)     | In some cases, IUC Providers will have multiple contracts with the ability to put individual contracts or all contracts into contingency with a single action (e.g. press 1 for Cambridge and Peterborough, press 2 for Luton and Beds or press 3 for all of Herts Urgent Care)                                                                                                                 |
| A | (v)      | The IVR system must be accessed from any location using an NGN which sits on a secure platform with a multi-layer security model with access being controlled (unique 6-digit PINs) for named (white listed) individuals who will have access to the system.                                                                                                                                    |
| A | (vi)     | After one (1) failed attempt the call must be terminated and after multiple failed attempts the user account must be suspended.                                                                                                                                                                                                                                                                 |
| A | (vii)    | The Supplier shall provide a log of all login activity on request by the Buyer.                                                                                                                                                                                                                                                                                                                 |
| A | (viii)   | The ability to switch the London HLP (Health London Partnership) PRM (Patient Relationship Manager), on and off. If a Provider covers multiple contracts including London, when the PRM is switched on that contract is omitted from the all function described in 3.9.3.1(iii)                                                                                                                 |
| A | (ix)     | When in contingency the provider is exempt from receiving a share of the contingency calls, either from itself or other Providers.                                                                                                                                                                                                                                                              |
| A | (x)      | The ability through a single action to check the divert status of all Providers.                                                                                                                                                                                                                                                                                                                |
| A | (xi)     | Provide a confirmation check, before changes are actioned (repeating the desired request).                                                                                                                                                                                                                                                                                                      |
| A | 3.9.3.2. | National Contingency (Targeted)                                                                                                                                                                                                                                                                                                                                                                 |
| A | (i)      | The Supplier shall provide a secure mechanism via any phone (using an IVR) to divert 111 Calls away from an IUC Provider in the event the IUC Provider has planned engineering work, technical issues, or in a situation when the IUC Provider becomes clinically unsafe.                                                                                                                       |
| A | (ii)     | The IVR system will have series of voice prompts, which can be used to select the IUC Provider to which the calls shall be sent, this for use specifically where a buddying arrangement has been set up between two or more providers allowing them to support each other when needed. The IVR system will have series of voice prompts, which can be used to select an IUC Provider to achieve |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---|----------|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |                    | the desired change, including diverting calls at varying percentage (0% 5%, 10%, 15%, 20%, 30%, 40%, 50%, 100%) and removing the divers. Where more than one provider has been chosen the percentage diverted must add up 100% (i.e. if 50% of calls are diverted from Provider 'A' to Providers 'B' and 'C', the total calls must equal 100%).                                                                                                                                                                                                                               |
| A | (iii)    |                    | In some cases, IUC Providers will have multiple contracts with the ability to put individual contracts or all contracts into contingency with a single action (e.g. press 1 for Cambridge and Peterborough, press 2 for Luton and Beds or press 3 for all of Herts Urgent Care);                                                                                                                                                                                                                                                                                              |
| A | (iv)     |                    | The IVR system must be accessed from any location using an NGN which sits on a secure platform with a multi-layer security model with access being controlled (unique 6-digit PINs), for named individual who will have access to the system.                                                                                                                                                                                                                                                                                                                                 |
| A | (v)      |                    | After one (1) failed attempt the call must be terminated and after multiple failed attempts the user account must be suspended.                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| A | 3.9.3.3. |                    | National Contingency (DOS Cut-off)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| A | (i)      |                    | The Supplier shall provide a secure mechanism via any phone (using an IVR) to allow the telephone platform to connect to the IUC DOS (Directory of Service) <a href="https://digital.nhs.uk/services/directory-of-services-dos">https://digital.nhs.uk/services/directory-of-services-dos</a> via an API (Application Programming Interface) to allow all DOS profiles associated with a Provider to be switched off or on simultaneously with one action. This so that if for whatever reason the DOS endpoint is Unavailable patients will not be directed to this service. |
| A | (ii)     |                    | The ability via RBAC (role Based Access Control) to control whether a user has access to telephony divert, DOS cut-off or both.                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| A | (iii)    |                    | Provide the ability to check the current DOS cut-off status.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| A | 3.9.4.   | Realtime Dashboard |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| A | 3.9.4.1. |                    | The Buyer's (being NHS Commissioning Board) IUC team requires a national near real time view of the IUC Provider performance to inform decisions with regards to routing of calls in event of technical or operational failure at IUC Provider level.                                                                                                                                                                                                                                                                                                                         |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.9.4.2. | To supplement the Minimum Data Set submission (as defined in Appendix 3 of this Call-Off Schedule), which is received on Monday for the previous week, the dashboard is required to summarise real time data in a historical form allowing interval and daily reports to be run. This will allow the Buyer's (being NHS Commissioning Board) IUC team to assess the impact of a contingency activation or overflow event without needing to wait for IUC Provider submissions. |
| A | 3.9.4.3. | Data Collection - The collection of near real time data shall adhere to the following principles:                                                                                                                                                                                                                                                                                                                                                                              |
| A | (i)      | minimum frequency of fifteen (15) minute intervals, allowing the data for the previous fifteen (15) minute interval to be displayed within one (1) minute;                                                                                                                                                                                                                                                                                                                     |
| A | (ii)     | use of a reliable method of automated collection requiring minimal intervention;                                                                                                                                                                                                                                                                                                                                                                                               |
| A | (iii)    | allows accurate comparison between IUC Providers by collecting the same data items from all IUC Providers;                                                                                                                                                                                                                                                                                                                                                                     |
| A | (iv)     | use of the most cost-effective collection method with minimal complexity and provider effort;                                                                                                                                                                                                                                                                                                                                                                                  |
| A | (v)      | minimal overhead on provider ACD/reporting systems;                                                                                                                                                                                                                                                                                                                                                                                                                            |
| A | (vi)     | secure;                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| A | (vii)    | free from Vulnerabilities; and                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| A | (viii)   | the ability to retry when a connection fails recovering buffered data when the connection is restored.                                                                                                                                                                                                                                                                                                                                                                         |
| A | 3.9.4.4. | Data Items - The near real-time data items for the 111 call data report shall include but are not be limited to:                                                                                                                                                                                                                                                                                                                                                               |
| A | (i)      | Contract (IUC Contract Area Code e.g. 111AE9);                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| A | (ii)     | Time period start (start of the interval e.g. YYYY-MM-DD HH:MM:SS);                                                                                                                                                                                                                                                                                                                                                                                                            |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                        |
|---|----------|--|------------------------------------------------------------------------------------------------------------------------|
| A | (iii)    |  | Time period end (end of the interval e.g. YYYY-MM-DD HH:MM:SS);                                                        |
| A | (iv)     |  | Application / script (if applicable);                                                                                  |
| A | (v)      |  | Calls offered;                                                                                                         |
| A | (vi)     |  | Calls answered;                                                                                                        |
| A | (vii)    |  | Calls answered in sixty (60) seconds;                                                                                  |
| A | (viii)   |  | Calls abandoned before threshold ( $\leq$ thirty (30) seconds);                                                        |
| A | (ix)     |  | Calls abandoned after threshold ( $>$ thirty (30) seconds);                                                            |
| A | (x)      |  | Average speed to answer;                                                                                               |
| A | (xi)     |  | Average handling time (AHT); and                                                                                       |
| A | (xii)    |  | Longest wait.                                                                                                          |
| A | 3.9.4.5. |  | The near real-time data items for the call handler data report (if available) shall include but are not be limited to: |
| A | (i)      |  | Call handlers logged on;                                                                                               |
| A | (ii)     |  | Call handlers available;                                                                                               |
| A | (iii)    |  | Call handlers on a call;                                                                                               |
| A | (iv)     |  | Clinical advisor logged on;                                                                                            |
| A | (v)      |  | Clinical advisors available; and                                                                                       |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| A | (vi)     | Clinical advisors on a call.                                                                                                                               |
|---|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.9.4.6. | Storage of real time data - the Services shall store near real time data in both raw and aggregated data form in accordance with the following principles: |
| A | (i)      | the data shall be classed as commercially sensitive and afforded commensurate levels of security;                                                          |
| A | (ii)     | the Services shall be delivered from a secure datacentre with no data at rest on any remote dashboard;                                                     |
| A | (iii)    | the data shall be fully backed up to a secure offsite data store; and                                                                                      |
| A | (iv)     | all access shall be traceable and attributable to authorised account holders.                                                                              |
| A | 3.9.4.7. | Data shall be held in accordance with the following records retention principles and purged on reaching the appropriate retention limit:                   |
| A | (i)      | raw data (feeds from IUC Providers) shall be retained for three (3) Months; and                                                                            |
| A | (ii)     | aggregate data (interval and daily) shall be retained for thirty six (36) Months.                                                                          |
| A | 3.9.4.8. | Alerting - In the event of the real time dashboard not receiving data from an IUC Provider, the Services shall:                                            |
| A | (i)      | within five (5) minutes of a failure, by email, alert the IUC Provider and the IUC team detailing which IUC Provider extract has failed;                   |
| A | (ii)     | alert when the missing connection has been restored;                                                                                                       |
| A | (iii)    | alert when any buffered data has been uploaded after a failure;                                                                                            |
| A | (iv)     | attempt to retrieve the missing data from the IUC Provider, alerting when the missing data is received;                                                    |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---|----------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (v)      |  | have the ability to update the database once the missing data segment is received, up to ten (10) Working Days from the original date of capture; and                                                                                                                                                                                                                                                                  |
| A | (vi)     |  | identify within any report where data segment(s) is missing.                                                                                                                                                                                                                                                                                                                                                           |
| A | 3.9.4.9. |  | The Realtime Dashboard shall adhere to the following high-level requirements:                                                                                                                                                                                                                                                                                                                                          |
| A | (i)      |  | allow secure and reliable access from n3, HSCN and the public internet. For the avoidance of doubt, hosting on the public internet is permissible contingent on providers, commissioners and stakeholder's ability to securely access from n3 and HSCN with minimal enabling works. This would require the Supplier to undertake testing with users on n3 and HSCN to ensure connection through firewalls is possible; |
| A | (ii)     |  | be intuitive and easy to use;                                                                                                                                                                                                                                                                                                                                                                                          |
| A | (iii)    |  | display NHS England or Integrated Urgent Care branding on all landing pages and login screens;                                                                                                                                                                                                                                                                                                                         |
| A | (iv)     |  | the ability to drill down through a set of hierarchical views with heat maps aligned to commissioning arrangements and local NHS boundaries (e.g. National, NHS England Regions, Sustainability and Transformation Partnership (STP), local (IUC Provider) and Buddying Site views) providing the data items at each level;                                                                                            |
| A | (v)      |  | National Aggregated View: graphic view displaying momentary performance, intervals since midnight and current daily position with the ability to drill down into underlying data;                                                                                                                                                                                                                                      |
| A | (vi)     |  | National Provider View: tiles to represent each provider with:                                                                                                                                                                                                                                                                                                                                                         |
| A | (a)      |  | the ability to drill down to individual provider; and                                                                                                                                                                                                                                                                                                                                                                  |
| A | (b)      |  | the ability to further drill down to IUC contract level;                                                                                                                                                                                                                                                                                                                                                               |
| A | (vii)    |  | National NHS England Region View: on map of England with:                                                                                                                                                                                                                                                                                                                                                              |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |        |  |                                                                                                                                       |
|---|--------|--|---------------------------------------------------------------------------------------------------------------------------------------|
| A | (a)    |  | the ability to drill down to IUC contract level; and                                                                                  |
| A | (b)    |  | the ability to drill down to Clinical Commissioning Group level (future development);                                                 |
| A | (viii) |  | Sustainability and Transformation Partnership (STP), on map of England with the ability to drill down to IUC contract level;          |
| A | (ix)   |  | Local Provider View: detailed intraday MI for publication on local wallboards with the ability to drill down to skill set level;      |
| A | (x)    |  | Regional View: on map of region with the ability to drill down to contract level;                                                     |
| A | (xi)   |  | Buddying View (two or more providers working together in a form of aid agreement): aggregate and tiled;                               |
| A | (xii)  |  | the ability to set traffic lights within any of the aforementioned views with:                                                        |
| A | (a)    |  | independently configurable thresholds; and                                                                                            |
| A | (b)    |  | triggers based on momentary, cumulative or aggregated data;                                                                           |
| A | (xiii) |  | the ability to support the following users:                                                                                           |
| A | (a)    |  | Wallboard:                                                                                                                            |
| A | (1)    |  | optimised for use on a wallboard, graphical representation with large font size visible from a 40-inch LED display at ten (10) metres |
| A | (2)    |  | the ability to display static information or cycle through pre-defined views.                                                         |
| A | (b)    |  | Smart device or tablet (only required for a limited sub-set of aforementioned views):                                                 |
| A | (1)    |  | graphical optimised views                                                                                                             |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---|-----------|------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (2)       |                                                                  | touch screen drill down                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| A | (c)       |                                                                  | Analytical & Performance Management – Optimised for use on desktop/laptop, an interactive dashboard with drill down capability i.e. national view, regional view and local view;                                                                                                                                                                                                                                                                                                                              |
| A | (xiv)     |                                                                  | the ability to customise views and easily alter provider and commissioning footprints; and                                                                                                                                                                                                                                                                                                                                                                                                                    |
| A | (xv)      |                                                                  | partitioning of the data to enable role-based access control (RBAC) driven by defined flags to restrict access to data (e.g. NHS England can see all data, NHS 111 Commissioners can see data for only their contract areas, 111 Providers can only see their data, etc.).                                                                                                                                                                                                                                    |
| A | 3.9.4.10. |                                                                  | Role Based Access Control (RBAC)                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| A | (i)       |                                                                  | the Services shall support RBAC, allowing the administrator to create and manage in excess of five hundred (500) user accounts. For the avoidance of doubt, generic accounts will only be used for wallboard views. All other accounts will be allocated to named individuals;                                                                                                                                                                                                                                |
| A | (ii)      |                                                                  | control access to the dashboard, Reporting Tool and Data Mart, restricting access to dashboards and reports down to commissioner, contract, provider and terminating vendor level; and                                                                                                                                                                                                                                                                                                                        |
| A | (iii)     |                                                                  | agreed password length and complexity rules shall be applied with expiry rules. The Supplier shall monitor login activity and produce reports for review at the pre-existing Monthly service review meeting.                                                                                                                                                                                                                                                                                                  |
| A | 3.9.5.    | Calling Line Identity (CLI)<br>Reporting Data Mart ("Data Mart") |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| A | 3.9.5.1.  |                                                                  | The Buyer's (being NHS Commissioning Board) IUC team requires a Data Mart to store Call Detail Records from the Inbound Services routing platform with both built in reporting capability and the ability to use proprietary third-party Reporting Tools using Open Standards extraction methods. The CLI report is used for call tracing and fault identification. The reports shall be provided on a daily basis via secure email or via MESH (Message Exchange for Social care and Health) system in excel |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                                                               |
|---|----------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |  | format, which shall be zipped, and password protected, with the password changed automatically every three (3) Months.                                        |
| A | 3.9.5.2. |  | The reporting is required to analyse (including but not limited to):                                                                                          |
| A | (i)      |  | distribution of calls in the event of contingency activation;                                                                                                 |
| A | (ii)     |  | call volumes at IUC Provider, routing area, NNG, mobile mast and emergency zone level;                                                                        |
| A | (iii)    |  | overflowed calls;                                                                                                                                             |
| A | (iv)     |  | calls encountering technical difficulties;                                                                                                                    |
| A | (v)      |  | terminating vendor; and                                                                                                                                       |
| A | (vi)     |  | terminating number.                                                                                                                                           |
| A | 3.9.5.3. |  | The telephony platform must create a Call Detail Record (CDR) referred to as the Calling Line Identity (CLI) file. This CLI file includes data items such as: |
| A | (i)      |  | Date & Time                                                                                                                                                   |
| A | (ii)     |  | Dialled Number                                                                                                                                                |
| A | (iii)    |  | Passed PCD                                                                                                                                                    |
| A | (iv)     |  | CLI Restriction                                                                                                                                               |
| A | (v)      |  | Masked ANI                                                                                                                                                    |
| A | (vi)     |  | Network Type                                                                                                                                                  |
| A | (vii)    |  | Network ID                                                                                                                                                    |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |         |  |                           |
|---|---------|--|---------------------------|
| A | (viii)  |  | Carrier Location          |
| A | (ix)    |  | CCG                       |
| A | (x)     |  | Vendor                    |
| A | (xi)    |  | Originating CCG           |
| A | (xii)   |  | Terminating Vendor        |
| A | (xiii)  |  | Region                    |
| A | (xiv)   |  | VAData                    |
| A | (xv)    |  | SMS Data                  |
| A | (xvi)   |  | Voice App                 |
| A | (xvii)  |  | Call Journey              |
| A | (xviii) |  | IVR Reporting             |
| A | (xix)   |  | Table Lookup              |
| A | (xx)    |  | Tag Value                 |
| A | (xxi)   |  | Destination               |
| A | (xxii)  |  | Technical Difficulty (TD) |
| A | (xxiii) |  | TDBypass Vendor           |
| A | (xxiv)  |  | Payphone                  |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                      |                                                                                                                                                                                                                                                                                |
|---|----------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.9.5.4. |                      | The collection of historic CLI shall adhere to the following principles:                                                                                                                                                                                                       |
| A | (i)      |                      | scheduled daily extracts running in the early hours of the morning completed no later than 07:00;                                                                                                                                                                              |
| A | (ii)     |                      | encrypted transmission; and                                                                                                                                                                                                                                                    |
| A | (iii)    |                      | the ability to retry when extract fails recovering buffered data when the connection is restored.                                                                                                                                                                              |
| A | 3.9.5.5. |                      | The Services shall store CLI data in accordance with the following principles:                                                                                                                                                                                                 |
| A | (i)      |                      | the data shall be classed as Patient Identifiable Data and afforded commensurate levels of security;                                                                                                                                                                           |
| A | (ii)     |                      | the Services shall be delivered from a secure datacentre with no data at rest on any remote device except where contained in reports run by authorised users;                                                                                                                  |
| A | (iii)    |                      | the data shall be fully backed up to a secure offsite data store; and                                                                                                                                                                                                          |
| A | (iv)     |                      | all access shall be traceable and attributable to authorised account holders.                                                                                                                                                                                                  |
| A | 3.9.5.6. |                      | Data shall be held in accordance with the following records retention principles and purged on reaching the defined retention limit:                                                                                                                                           |
| A | (i)      |                      | all CLI data shall be retained for three (3) years from the date of capture; and                                                                                                                                                                                               |
| A | (ii)     |                      | the ability is required to run a batch process retrospectively applying a flag to any records containing specified CLI and exempting them from the purge process (for use where the number relates to an active complaint, coroner's court request or Subject Access Request). |
| A | 3.9.6.   | Call Tracing Service |                                                                                                                                                                                                                                                                                |
| A | 3.9.6.1. |                      | The Supplier will provide a solution that allows named requestors to request a trace to be run on any inbound call, to provide detailed information which if necessary could be used in the event of a legal                                                                   |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                              |                                                                                                                                                                                                                                                                                                                                                                           |        |         |
|---|----------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------|
|   |          |                              | issue (such as a Coroners request), an example of this could be a child protection case in which the police want to prove beyond doubt that the parent sought assistance. (see workflow appendix 14).                                                                                                                                                                     |        |         |
| A | 3.9.7.   | Email alerts                 |                                                                                                                                                                                                                                                                                                                                                                           |        |         |
| A | 3.9.7.1. |                              | As identified in Paragraph 3.3.16.1 the Supplier shall, when abandoned call states are reached, send email alerts when the following conditions are met:                                                                                                                                                                                                                  |        |         |
| A | (i)      |                              | <b>Technical Difficulties</b> - Identify possible issues with the delivery mechanism to IUC Providers (Technical Difficulties), where the call can't reach the delivery number/labels and goes to the announcement.                                                                                                                                                       |        |         |
| A | (ii)     |                              | Percentage of hourly volume of calls per IUC Provider that failed to deliver to a label and hit the Technical Difficulties message over the total volume of calls that the system attempted to deliver to this IUC Provider, an email alarm will be to a specific distribution list with details about the anomaly identified and the alarm threshold level set as below: |        |         |
| A |          | Alarm Level                  | Minor                                                                                                                                                                                                                                                                                                                                                                     | Medium | Major   |
| A |          | Percentage of calls          | 5%                                                                                                                                                                                                                                                                                                                                                                        | 10%    | 20%     |
| A | (iii)    |                              | <b>Technical Difficulties Bypass</b> - Identify if the call has bypassed the Technical Difficulties message rather than playing the Technical Difficulties announcement, an email alert will be sent to a specific distribution list with details about the anomaly identified (a call has gone to a different IUC Provider).                                             |        |         |
| A | (iv)     |                              | <b>Abandoned calls</b> - Identify if a call was abandoned after the Phantom Call detection check, an email alarm will be sent to a specific distribution list with details about the anomaly identified and the alarm level set as below. Proactive Monitoring Phantom Call detection alert thresholds as follows:                                                        |        |         |
| A |          | Threshold Level              | Minimum                                                                                                                                                                                                                                                                                                                                                                   | Medium | Maximum |
| A |          | Percentage of calls          | 10%                                                                                                                                                                                                                                                                                                                                                                       | 12%    | 15%     |
| A | 3.9.8.   | <b>British Sign Language</b> |                                                                                                                                                                                                                                                                                                                                                                           |        |         |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                                                                                                                                                                                                                           |
|---|----------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A |          |  | The 111 BSL Interpreter Service is an optional item in the Call-Off Catalogue and will only be required if shown on the Order Form or implemented via a Change Authorisation Note. To the extent that the 111 BSL Interpreter Service is brought on via a Change Authorisation Note, this Paragraph 3.9.8 shall apply.    |
| A | 3.9.8.1. |  | The Supplier shall:                                                                                                                                                                                                                                                                                                       |
| A | (i)      |  | deliver the 111 BSL Interpreter Service to provide a means of giving access to the IUC Services to members of the deaf community who use BSL as their first language;                                                                                                                                                     |
| A | (ii)     |  | deliver the 111 BSL Interpreter Service , which is based on video relay technology and connects patients to interpreters over the public internet using a web-based client. The interpreter then makes a conventional voice call into NHS111 and acts as an intermediary between the patient and the NHS111 call handler; |
| A | (iii)    |  | deliver a Mobile App to allow easy access to the British Sign Language (BSL) translation service for IUC;                                                                                                                                                                                                                 |
| A | (iv)     |  | ensure the 111 BSL Interpreter Service meets the following requirements:                                                                                                                                                                                                                                                  |
| A | (a)      |  | web client syndicated via NHS Choices;                                                                                                                                                                                                                                                                                    |
| A | (b)      |  | fully managed inbound and outbound interpreting services using fully trained and qualified interpreters;                                                                                                                                                                                                                  |
| A | (c)      |  | secure interpreter workstation;                                                                                                                                                                                                                                                                                           |
| A | (d)      |  | implementation and testing;                                                                                                                                                                                                                                                                                               |
| A | (e)      |  | full ITIL based support during hours of operation; and                                                                                                                                                                                                                                                                    |
| A | (f)      |  | management reporting;                                                                                                                                                                                                                                                                                                     |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---|----------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (v)      |                 | meet the following BSL specific obligations:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| A | (a)      |                 | all interpreters shall be DBS/CRB checked and trained to an appropriate standard;                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| A | (b)      |                 | all interpreters shall be working in a quiet confidential environment;                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| A | (c)      |                 | the Supplier shall carry out workplace assessments;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| A | (d)      |                 | the Supplier shall performance manage Interpreters; and assist in the investigation of any serious adverse incidents or complaints;                                                                                                                                                                                                                                                                                                                                                                                                         |
| A | (e)      |                 | render a redirection message on the web client if the Service becomes Unavailable or when all agents are busy; and                                                                                                                                                                                                                                                                                                                                                                                                                          |
| A | (f)      |                 | all care advice and address information will be sent in textual form.                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| A | (vi)     |                 | The 111 BSL Interpreter Service shall be Available twenty-four (24) hours a day, seven (7) days a week and three hundred and sixty five (365) days of the year, in line with the Supplier 111 Service.                                                                                                                                                                                                                                                                                                                                      |
| A | 3.9.9.   | Future Services |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| A | 3.9.9.1. |                 | <b>Home Working (Future Services) solution</b> - which allows up to 1000 concurrent contact-centre agents to be located remotely either at home using home broadband or at another business location (for example: a GP working his or her home Practice). The Home Working (Future Services) solution must be able to deliver the voice via the data network to a soft-phone client and or a mobile or landline device, with optional remote Voice Recording with no costs incurred by or billed to the home workers' personal account(s). |
| A | 3.9.9.2. |                 | The Home Working (Future Services) solution with (but not limited to) the following functionality:                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| A | (i)      |                 | the quick creation and deletion of user accounts;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| A | (ii)     |                 | the ability to assign users into teams and skill groups;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |        |  |                                                                                                                                                                                       |
|---|--------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (iii)  |  | where voice is VoIP a separate turret or phone is required supporting a Contact Centre industry standard noise cancelling headset to be connected;                                    |
| A | (iv)   |  | where the PSTN is used the line will be “nailed-up” for the duration of the shift (a suitable tariff will be required to minimise the cost of such a connection);                     |
| A | (v)    |  | security measures to restrict pairing to registered numbers;                                                                                                                          |
| A | (vi)   |  | call forcing;                                                                                                                                                                         |
| A | (vii)  |  | where video is used, priority is given to voice with video component terminated if bandwidth insufficient;                                                                            |
| A | (viii) |  | Voice Recording as specified in Paragraph 3.6.9 and 3.6.14 of this Call-Off Schedule;                                                                                                 |
| A | (ix)   |  | compression such as G729a permitted where Mean Opinion Score (MOS) of 4 can be maintained;                                                                                            |
| A | (x)    |  | call-routing by:                                                                                                                                                                      |
| A | (a)    |  | conditional routing such as real-time queue statistics, time of day, day of week, ANI (Automatic Number Identification) and dialled number;                                           |
| A | (b)    |  | behaviours based call-routing, such as the ability to specify service levels, move contacts between agent groups, and reprioritize contacts in the queue based on the business rules; |
| A | (c)    |  | customisable queuing announcements;                                                                                                                                                   |
| A | (d)    |  | re-route on ‘ring no answer’;                                                                                                                                                         |
| A | (e)    |  | data driven routing for HTML and XML data sources;                                                                                                                                    |
| A | (f)    |  | dynamic re-skilling by administrator or supervisor;                                                                                                                                   |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                                                                    |
|---|-------|--|--------------------------------------------------------------------|
| A | (g)   |  | prioritised queuing;                                               |
| A | (xi)  |  | Agent-routing by:                                                  |
| A | (a)   |  | data-driven based on JDBC database sources via SQL;                |
| A | (b)   |  | general IVR Features;                                              |
| A | (c)   |  | play messages to callers: Music on hold;                           |
| A | (d)   |  | play messages to callers: Prompts;                                 |
| A | (e)   |  | play messages to callers: Combine prompts, music, and messages;    |
| A | (f)   |  | capture and process caller DTMF input;                             |
| A | (g)   |  | automated-attendant support;                                       |
| A | (h)   |  | database integration;                                              |
| A | (i)   |  | Automatic Speech Recognition (ASR);                                |
| A | (j)   |  | Text to Speech (TTS);                                              |
| A | (k)   |  | read data from HTTP/S and XML pages;                               |
| A | (xii) |  | an agent desktop with:                                             |
| A | (a)   |  | CAD only ability to manage the call but if not using a soft phone; |
| A | (b)   |  | support for personal address book;                                 |
| A | (c)   |  | support for team messages;                                         |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |        |  |                                                                                              |
|---|--------|--|----------------------------------------------------------------------------------------------|
| A | (d)    |  | support for real-time queue and agent displays;                                              |
| A | (e)    |  | supports for thick client environments;                                                      |
| A | (f)    |  | support for IP phone agents;                                                                 |
| A | (g)    |  | integrated browser;                                                                          |
| A | (h)    |  | support for video channel;                                                                   |
| A | (i)    |  | workflow-initiated call recording;                                                           |
| A | (j)    |  | support for desktop chat (with other users) or team message;                                 |
| A | (xiii) |  | an agent supervisor desktop that:                                                            |
| A | (a)    |  | allows the supervisor desktop to change an agent state to available, unavailable, or logout; |
| A | (b)    |  | can send alert to individuals or teams;                                                      |
| A | (c)    |  | can initiate a chat session with individual members or the entire team;                      |
| A | (d)    |  | remove an agent from a call using the intercept feature;                                     |
| A | (e)    |  | can change an agent's skill profile in real time or dynamically re-skill agents;             |
| A | (xiv)  |  | Reporting Tool that:                                                                         |
| A | (a)    |  | intuitive and easy to use;                                                                   |
| A | (b)    |  | provides a basic set of template reports;                                                    |
| A | (c)    |  | allows basic and customisable reports;                                                       |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |      |  |                                                                                    |
|---|------|--|------------------------------------------------------------------------------------|
| A | (d)  |  | allows filtering on report fields;                                                 |
| A | (e)  |  | create both historical and real-time reports; and                                  |
| A | (xv) |  | call recording that:                                                               |
| A | (a)  |  | can record from multiple communication channel such as video or social media;      |
| A | (b)  |  | provides audio transcription;                                                      |
| A | (c)  |  | search (interaction and evaluation) as free text search;                           |
| A | (d)  |  | random search for call audit/evaluation;                                           |
| A | (e)  |  | audio player view with wav. file;                                                  |
| A | (f)  |  | downloadable audio files without the incumbrance of a separate licence or product; |
| A | (g)  |  | real-time playback.                                                                |

**3.10. IUC NLP (Natural Language Processing)**

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>IUC NLP<br/>(Natural<br/>Language<br/>Processing)</b> | <p><b>Overview</b></p> <p>These IUC NLP Service Requirements are represented by six (6) separate use cases (Demographic Capture, Symptom checker automation, Call Steering, Voice Biometrics, Language Identification and Sentiment Analysis), which are set out in Paragraphs 3.11.1 to 3.11.5 along with common Service Requirements in Paragraphs 3.10.1 to 3.10.7.</p> <p>All IUC NLP functions are <b>optional items</b> and will only be implemented via a Change Authorisation Note.</p> |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| <b>Part</b> | <b>CI / Ref</b> | <b>Element of Service Requirements</b> | <b>Service Requirements / Supplier Responsibility</b>                                                                                                                                                                                                                |
|-------------|-----------------|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | 3.10.1.         | IUC NLP General Requirements           |                                                                                                                                                                                                                                                                      |
| A           | 3.10.1.1.       |                                        | The Supplier shall provide Supplier NLP Services that have the following capability:                                                                                                                                                                                 |
| A           | (i)             |                                        | the ability to issue multiple scripted voice prompts (ask questions) in a clear and easy to understand manner to a high degree of accuracy and respond to the answers to these prompts with an appropriate and clear manner emulating human conversation;            |
| A           | (ii)            |                                        | understand all common accents of regional and ethnic origin (what you would reasonably expect an English-speaking agent in an England contact-centre to understand, at a level that would not require the use of a translation service);                             |
| A           | (iii)           |                                        | collate information received and transfer it as to a secondary system; and                                                                                                                                                                                           |
| A           | (a)             |                                        | respond to questions and unexpected patient responses in a rational and appropriate manner, to guide the patient to an appropriate outcome.                                                                                                                          |
| A           | 3.10.2.         | Voice Recognition and Processing       |                                                                                                                                                                                                                                                                      |
| A           | 3.10.2.1.       |                                        | The Supplier shall provide Supplier NLP Services that can:                                                                                                                                                                                                           |
| A           | (i)             |                                        | automatically transfer the caller to a call-handler, if the caller's responses cannot be identified by the NLP system.                                                                                                                                               |
| A           | (ii)            |                                        | automatically follow a predefined script to reach a predefined endpoint based on information received from a caller. Such as asking questions regarding the caller's location and steering the caller to the appropriate endpoint based on the information received. |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                                            |                                                                                                                                                                                                                                                      |
|---|-----------|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (iii)     |                                            | carry out defined tasks, such as causing text messages to be sent if this is required by the process flow.                                                                                                                                           |
| A | 3.10.3.   | Interoperability with IUC Provider Systems |                                                                                                                                                                                                                                                      |
| A | 3.10.3.1. |                                            | The Supplier shall ensure:                                                                                                                                                                                                                           |
| A | (i)       |                                            | the Supplier NLP Services must be interoperable with the IUC Provider IT system so that data is electronically transferred without manual data entry (re-keying) or workarounds being required.                                                      |
| A | (ii)      |                                            | directly interface with the IUC Provider's principal system using the NHS Interoperability Toolkit, moving to the Fast Healthcare Interoperability Resources ("FHIR") standard when available.                                                       |
| A | 3.10.4.   | Patient Identification                     |                                                                                                                                                                                                                                                      |
| A | 3.10.4.1. |                                            | The Supplier shall ensure:                                                                                                                                                                                                                           |
| A | (i)       |                                            | the product design mitigates against the risk of unauthorised disclosure of Personal Data, i.e. the NLP interface will not disclose any Patient Identifiable Data to caller; and                                                                     |
| A | (ii)      |                                            | the NLP product will be compliant with future NHS or Government standards on data and cyber security and patient identity verification keep including the integration with any future mandated single or common patient identity management service. |
| A | 3.10.5.   | Functionality                              |                                                                                                                                                                                                                                                      |
| A | 3.10.5.1. |                                            | The Supplier shall ensure the following functionality is included (but not limited to):                                                                                                                                                              |
| A | (i)       |                                            | all NLP processing is carried out without adversely impacting the caller experience;                                                                                                                                                                 |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                   |                                                                                                                                                                                                                                                                      |
|---|-----------|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (ii)      |                   | all services are provided in the English language (though there may be a future requirement for providing a Welsh language service in Wales) accept where used for language identification in which case conformation is to be given in the callers chosen language; |
| A | (iii)     |                   | in the event of a failure of the NLP infrastructure, the Services will resort the transferring calls automatically to the call handler; and                                                                                                                          |
| A | (iv)      |                   | where NLP is used for call steering a backup DTMF IVR is required for resilience, and then fall back to an agent.                                                                                                                                                    |
| A | 3.10.6.   | Commercial        |                                                                                                                                                                                                                                                                      |
| A | 3.10.6.1. |                   | The Supplier shall:                                                                                                                                                                                                                                                  |
| A | (i)       |                   | identify how NLP will be administered (i.e. script changes etc.).                                                                                                                                                                                                    |
| A | 3.10.7.   | Exit Requirements |                                                                                                                                                                                                                                                                      |
| A | 3.10.7.1. |                   | The Supplier shall provide the Buyer (being NHS Commissioning Board) with:                                                                                                                                                                                           |
| A | (i)       |                   | any bespoke Natural Language Processing (NLP) Dictionaries that have been created;                                                                                                                                                                                   |
| A | (ii)      |                   | copies of all bespoke system prompts; and                                                                                                                                                                                                                            |
| A | (iii)     |                   | a Data Dictionary of information created on behalf of the Buyer.                                                                                                                                                                                                     |

**3.11. IUC Specific NLP Use Cases**

| <b>IUC Specific NLP Use Cases</b> | <b>Overview</b>                                                                            |
|-----------------------------------|--------------------------------------------------------------------------------------------|
|                                   | These Use Case describe how NLP would be used by IUC Services for the delivery of services |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| <b>Part</b> | <b>CI / Ref</b> | <b>Element of Service Requirements</b> | <b>Service Requirements / Supplier Responsibility</b>                                                                                                                                                                                                                                                                                                                                              |
|-------------|-----------------|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | 3.11.1.         | Demographics Capture (Use Case 1)      |                                                                                                                                                                                                                                                                                                                                                                                                    |
| A           |                 |                                        | The purpose of the demographic capture is to reduce the time taken by the caller with a call-centre agent, by automating the collecting of the caller's demographics and pre-populating the agent's call flow system, to improve the caller's experience and make more efficient use of the call-centre agent's time. See Appendix 5 of this Call-Off Schedule for additional details on workflow. |
| A           | 3.11.1.1.       |                                        | The Supplier shall ensure:                                                                                                                                                                                                                                                                                                                                                                         |
| A           | (i)             |                                        | the Services are capable of automatically capturing the caller's demographics;                                                                                                                                                                                                                                                                                                                     |
| A           | (ii)            |                                        | the following data items will be collected when capturing demographics at the start of a call (included but not limited to):                                                                                                                                                                                                                                                                       |
| A           | (a)             |                                        | first name;                                                                                                                                                                                                                                                                                                                                                                                        |
| A           | (b)             |                                        | surname;                                                                                                                                                                                                                                                                                                                                                                                           |
| A           | (c)             |                                        | full name;                                                                                                                                                                                                                                                                                                                                                                                         |
| A           | (d)             |                                        | phone number;                                                                                                                                                                                                                                                                                                                                                                                      |
| A           | (e)             |                                        | date of birth;                                                                                                                                                                                                                                                                                                                                                                                     |
| A           | (f)             |                                        | address; and                                                                                                                                                                                                                                                                                                                                                                                       |
| A           | (g)             |                                        | postcode.                                                                                                                                                                                                                                                                                                                                                                                          |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                               |                                                                                                                                                                                                                                                                                                                                  |
|---|-----------|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (iii)     |                               | A copy of the demographics script is sent via ITK. When a successor standard to ITK is available this must be used, in such a way as to allow pre-population of the encounter record in the IUC Provider's workflow system (continuity of triage using the mechanism developed for on-line referrals);                           |
| A | (iv)      |                               | that if the demographics cannot be captured after two (2) attempts of one (1) data item, the call must automatically be transferred to a call handler; and                                                                                                                                                                       |
| A | (v)       |                               | that the demographic capture system can handle calls where any caller states that they wish to remain anonymous, the system should recognise this and transfer the call to a call handler.                                                                                                                                       |
| A | 3.11.2.   | Call Steering (Use Case 2)    | The purpose of call steering is to quickly and efficiently identify the service that the caller needs to access (for example, Pharmacy, Dental, Mental Health Services, etc.), so the call can be automatically routed to the appropriate service. See Appendix 6 of this Call-Off Schedule, for additional details on workflow. |
| A | 3.11.2.1. |                               | The Supplier shall ensure:                                                                                                                                                                                                                                                                                                       |
| A | (i)       |                               | the Services are capable of automatically directing the caller to an appropriate endpoint, identified from the caller's response to questions from the Supplier NLP Services (for example, <i>"Please state why you are calling today?"</i> );                                                                                   |
| A | (ii)      |                               | the Services identify a wide range of responses for each possible outcome (for example the response to a pharmacy call could be, <i>"I've run out of my meds, I need some more pills, my prescription has run out, I need a repeat prescription, etc."</i> );                                                                    |
| A | (iii)     |                               | once the required service has been identified the call is routed to the appropriate pre-defined endpoint; and                                                                                                                                                                                                                    |
| A | (iv)      |                               | that if the service cannot be identified after two (2) attempts, the call must automatically be transferred to a call handler.                                                                                                                                                                                                   |
| A | 3.11.3.   | Voice Biometrics (Use Case 3) | The purpose of Voice Biometrics is to enable the automatic identification of the caller, so that the callers can be identified and used to pre-populating the agents call flow system, to improve the                                                                                                                            |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |                                              |                                                                                                                                                                                                                                                                                                                                                                                       |
|---|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                                              | callers experience and make more efficient use of the call-centre agents time. See Appendix 7 of this Call-Off Schedule, for additional details on workflow.                                                                                                                                                                                                                          |
| A | 3.11.3.1.                                    | The Supplier shall:                                                                                                                                                                                                                                                                                                                                                                   |
| A | (i)                                          | provide Supplier NLP Services that can recognise and authenticate patients based on voice biometrics to a high level of accuracy i.e. no false positives. The Supplier must show how this would be achieved (i.e. through secondary authentication or through some other process), without having a significant detrimental impact on AHT (Average Handling Time) or user experience; |
| A | (ii)                                         | provide Supplier NLP Services for registering patients voices outside of a 111 call, with the necessary multi-factor authentication;                                                                                                                                                                                                                                                  |
| A | (iii)                                        | ensure that Supplier NLP Services can consume voice biometric authentication information from other recognised and authenticated sources, such as the Government “My ID” scheme;                                                                                                                                                                                                      |
| A | (iv)                                         | having authenticated the calling patient via voice biometrics, pre-populate the IUC Provider’s system with known demographic data using ITK or successor standard; and                                                                                                                                                                                                                |
| A | (v)                                          | provide a process for the creation of a biometric record outside of the normal call-flow.                                                                                                                                                                                                                                                                                             |
| A | 3.11.4. Language Identification (Use Case 4) | The purpose of the Language Identification is to identify the language being spoken by the caller if the caller is unable to speak English to allow a suitable interpreting resource to be conferenced in. See Appendix 8 of this Call-Off Schedule, for additional details on workflow.                                                                                              |
| A | 3.11.4.1.                                    | The Supplier shall ensure:                                                                                                                                                                                                                                                                                                                                                            |
| A | (i)                                          | the Services identify caller’s language where English is not being spoken and route the call to the appropriate IUC Provider with a pre-recorded prompt in English stating the caller’s interpreting needs;                                                                                                                                                                           |
| A | (ii)                                         | the languages in Appendix 10 of this Call-Off Schedule can be identified at the start of the call; and                                                                                                                                                                                                                                                                                |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                                         |                                                                                                                                                                                                                                                                                                                                                                             |
|---|-----------|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (iii)     |                                         | the Services provide confirmation to the caller in their own language advising them an interpreter is being arranged and to hold the line.                                                                                                                                                                                                                                  |
| A | 3.11.5.   | Sentiment Analysis (Use Case 5)         | The purpose of Sentiment Analysis is to identify through the tone and stresses within the caller's voice, a measurement of urgency or need and prioritise the call accordingly. An example of this would be to avoid routing callers with extreme stress or anxiety to newly appointed staff. See Appendix 9 of this Call-Off Schedule, for additional details on workflow. |
| A | 3.11.5.1. |                                         | The Supplier shall ensure the Services can identify caller's emotional state through sentiment analysis and, where a high level of urgency is identified, prioritise the call accordingly or send the call to a pre-defined endpoint.                                                                                                                                       |
| A | 3.11.6.   | Symptom Checker Automation (Use Case 6) | The purpose of symptom checker automation is to quickly and efficiently identify the caller's symptoms, streaming them accordingly to the most appropriate endpoint.                                                                                                                                                                                                        |
| A | 3.11.6.1. |                                         | The Supplier shall provide a Supplier NLP Service that includes automation of published clinical content, identifies the caller's symptoms and transfers them to an appropriate endpoint.                                                                                                                                                                                   |

**3.12. NPFS Specific Service Requirements**

| NPFS Specific Service Requirements |          | Overview<br>These are the Service Requirements unique to the Supplier NPFS Services. |                                                |
|------------------------------------|----------|--------------------------------------------------------------------------------------|------------------------------------------------|
|                                    |          |                                                                                      |                                                |
| Part                               | CI / Ref | Element of Service Requirements                                                      | Service Requirements / Supplier Responsibility |
| A                                  | 3.12.1.  | General                                                                              |                                                |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |            |                                                                                                                                                                                                                                                                                                                              |
|---|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.12.1.1.  | The Supplier shall host the NPFS NGN.                                                                                                                                                                                                                                                                                        |
| A | 3.12.1.2.  | The Supplier shall identify where to supplement Carrier interconnect capacity, and where needed SIP trunks will be supplied and cost any such SIP trunks into their bid.                                                                                                                                                     |
| A | 3.12.1.3.  | The Supplier acknowledges and agrees that the decision to mobilise the Supplier NPFS Services in each UKC in the event of a Health Emergency is made independently within each respective UKC. For the avoidance of doubt, this may mean that the Supplier NPFS Services are mobilised in England but not in the other UKCs. |
| A | 3.12.1.4.  | The Supplier shall provide the capability to deliver Supplier NPFS Service callers from the 111 Number into NPFS Contact Centres.                                                                                                                                                                                            |
| A | 3.12.1.5.  | The Supplier shall provide additional telephone numbers to access the NPFS Contact Centres (NGN or resilient geographic numbers).                                                                                                                                                                                            |
| A | 3.12.1.6.  | The Supplier shall provide a solution capable of delivering Supplier NPFS Service calls originating from the 111 Number into NPFS Contact Centres, either on or off the IUC Provider's network, without risk of blocking and network congestion for 111 Calls.                                                               |
| A | 3.12.1.7.  | The Supplier shall maintain service availability in the event of a Health Emergency and shall continue to meet the Service Levels as specified in Call-Off Schedule 14 (Service Levels).                                                                                                                                     |
| A | 3.12.1.8.  | The Supplier shall provide Welsh language options (i.e. Welsh language IVRs, either as dual language option, or as a choice to have a Welsh language workflow). However, the onus will be on the Welsh Cluster Member to provide skills and expertise of Welsh language and recording of scripts.                            |
| A | 3.12.1.9.  | The Supplier shall provide the capability to the NPFS Service Centre to manage call distribution across the NPFS Contact Centres at fifteen (15) minutes notice.                                                                                                                                                             |
| A | 3.12.1.10. | The Supplier shall provide the capability to queue calls at network level.                                                                                                                                                                                                                                                   |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |            |          |                                                                                                                                                                                                                                                                      |
|---|------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.12.1.11. |          | The Supplier shall when a caller has queued for more than three (3) minutes, if expected answering times are longer, re-direct callers to the on-line channel or advise them to call back using timed announcements.                                                 |
| A | 3.12.2.    | Dormancy |                                                                                                                                                                                                                                                                      |
| A | 3.12.2.1.  |          | The Supplier shall maintain the Supplier NPFS Services in a non-operational state of readiness.                                                                                                                                                                      |
| A | 3.12.2.2.  |          | The Supplier shall at a time agreed with the Buyer (being NHS Commissioning Board) annually carry out testing to ensure that the Supplier NPFS Services can be mobilised (the “ <b>Supplier Test Window</b> ”).                                                      |
| A | 3.12.2.3.  |          | The Supplier shall during the agreed Supplier Test Window, carry out any software or hardware upgrades required in order to provide and maintain the Supplier NPFS Services.                                                                                         |
| A | 3.12.2.4.  |          | The Supplier shall ensure that the Supplier Test Window does not exceed fourteen (14) days.                                                                                                                                                                          |
| A | 3.12.2.5.  |          | The Supplier shall at a time agreed with the Buyer (being NHS Commissioning Board), assist the Buyer (being NHS Commissioning Board) in carrying out desktop testing once a year to (the “ <b>Buyer Test Window</b> ”):                                              |
| A | (i)        |          | demonstrate that the Supplier can mobilise the Supplier NPFS Services to NPFS Operation within twenty-one (21) days, which shall be made up of fourteen (14) days pre-activity Mobilisation to Standby and seven (7) days Mobilisation thereafter to NPFS Operation; |
| A | (ii)       |          | ensure that the Supplier NPFS Services meets the NPFS Service Requirements as set out in this Call-Off Schedule;                                                                                                                                                     |
| A | (iii)      |          | test training materials with live access to the NPFS system;                                                                                                                                                                                                         |
| A | (iv)       |          | allow the Buyer (being NHS Commissioning Board) to inspect all hardware required for full Mobilisation of Supplier NPFS Services to NPFS Operation, at any point during the Call-Off Contract Period, within twenty-one (21) days; and                               |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |              |                                                                                                                                                                                                                                                                                                               |
|---|-----------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (v)       |              | by exception and no more than once every three (3) years, assist the Buyer (being NHS Commissioning Board) in carrying out testing based on the routing of real calls.                                                                                                                                        |
| A | 3.12.2.6. |              | The Supplier shall, following any test period during which the Supplier NPFS Services have been mobilised, ensure that the Supplier NPFS Services re-enter the Dormancy state.                                                                                                                                |
| A | 3.12.2.7. |              | The Supplier shall at any point in Dormancy, including during test windows, mobilise to NPFS Operation within twenty-one (21) days, which shall be made up of (14) days pre-activity Mobilisation to Standby and seven (7) days Mobilisation thereafter to NPFS Operation in the event of a Health Emergency. |
| A | 3.12.3.   | Mobilisation |                                                                                                                                                                                                                                                                                                               |
| A | 3.12.3.1. |              | The Supplier shall on formal instruction from the Buyer (being NHS Commissioning Board), undertake pre-activity Mobilisation to Standby in fourteen (14) days such that the Supplier NPFS Services can be fully mobilised to NPFS Operation in seven (7) days following its pre-activity setup plans.         |
| A | 3.12.3.2. |              | The Supplier shall unless instructed otherwise by the Buyer (being NHS Commissioning Board), maintain Standby such that the service can be fully mobilised in seven (7) days following its pre-activity Mobilisation maintenance plans.                                                                       |
| A | 3.12.3.3. |              | The Supplier shall on formal instruction from the Buyer (being NHS Commissioning Board), and receipt of an Activity Forecast, mobilise the Supplier NPFS Services to NPFS Operation within seven (7) days following its Mobilisation plans.                                                                   |
| A | 3.12.3.4. |              | The Supplier shall as part of an agreed test window, mobilise the Supplier NPFS Services to NPFS Operation.                                                                                                                                                                                                   |
| A | 3.12.3.5. |              | The Supplier shall ensure that the Mobilisation to NPFS Operation will include key personnel, processes and technology required to deliver the Supplier NPFS Services, the scale of Mobilisation being commensurate with the test or real Health Emergency.                                                   |
| A | 3.12.3.6. |              | The Supplier shall make current training materials available to Supplier Staff and Buyer personnel.                                                                                                                                                                                                           |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                      |                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---|-----------|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.12.3.7. |                      | The Supplier shall provide interactive training sessions for key Supplier Staff and Buyer personnel.                                                                                                                                                                                                                                                                                                              |
| A | 3.12.4.   | Operational Response |                                                                                                                                                                                                                                                                                                                                                                                                                   |
| A | 3.12.4.1. |                      | The Supplier shall on completion of the Mobilisation period to NPFS Operation have fully operational Supplier NPFS Services able to handle the demand stated in the Activity Forecast.                                                                                                                                                                                                                            |
| A | 3.12.4.2. |                      | The Supplier shall within seven (7) days of receipt from the Buyer (being NHS Commissioning Board), ensure that the Supplier NPFS Services are capable of handling the demand stated within a revised Activity Forecast.                                                                                                                                                                                          |
| A | 3.12.4.3. |                      | The Supplier shall provide approximately 2% and no more than 5% of the contracted Supplier NPFS Services capacity during the Buyer Test Window where call routing is required.                                                                                                                                                                                                                                    |
| A | 3.12.4.4. |                      | The Supplier shall manage the end-to-end process of call delivery to ensure that it supports the response to a Health Emergency.                                                                                                                                                                                                                                                                                  |
| A | 3.12.4.5. |                      | The Supplier shall provide operational data relating to usage and availability of the Supplier NPFS Services on a daily basis.                                                                                                                                                                                                                                                                                    |
| A | 3.12.5.   | Response Stand-down  |                                                                                                                                                                                                                                                                                                                                                                                                                   |
| A | 3.12.5.1. |                      | The Supplier shall provide operational data relating to usage and availability of the Supplier NPFS Services on a daily basis.                                                                                                                                                                                                                                                                                    |
| A | 3.12.5.2. |                      | The Supplier shall on completion of the Supplier Test Window and Buyer Test Window Stand Down the Supplier NPFS Services and return it to Dormancy.                                                                                                                                                                                                                                                               |
| A | 3.12.6.   | Testing NPFS         |                                                                                                                                                                                                                                                                                                                                                                                                                   |
| A | 3.12.6.1. |                      | The Supplier shall ensure that the Testing of the Supplier NPFS Services shall have no material impact on the operation of the IUC Services. For the avoidance of doubt, the Supplier shall remain obliged to mobilise the Supplier NPFS Services to NPFS Operation within a minimum of twenty-one (21) calendar days if notified by the Buyer (being NHS Commissioning Board) accordingly and as required by the |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---|-----------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  | Service Requirements without impacting the IUC Services and the Service Levels relating to the IUC Services. Whilst the Buyer (being NHS Commissioning Board) shall direct the on-going testing of the Supplier NPFS Services, the Supplier shall provide all such assistance (including verbal and written input and all resources relating thereto) requested by the Buyer (being NHS Commissioning Board).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| A | 3.12.6.2. |  | The Supplier's costs of complying with its Supplier NPFS Services testing obligations as set out in this Call-Off Schedule shall be included in the Charges.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| A | 3.12.6.3. |  | <p>In Testing Year One (being within twelve (12) Months of OSCD for the Supplier NPFS Services), the Supplier shall assure the Supplier NPFS Services into Dormancy and in Testing Year Three (being the period which is twenty four (24) Months to thirty six (36) Months after OSCD for the Supplier NPFS Services), a desktop test shall be undertaken to assure the Buyer (being NHS Commissioning Board) that the Supplier NPFS Services can be mobilised and into NPFS Operation in accordance with this Call-Off Schedule.</p> <p>After the Supplier NPFS Services have been assured into Dormancy as described above and as part of the desktop testing in Testing Year Three as described above, the Supplier shall demonstrate that the Supplier NPFS Services can be mobilised and into NPFS Operation within the stated timescales in response to a number of scenarios and injects provided by the Buyer (being NHS Commissioning Board).</p> |
| A | 3.12.6.4. |  | In Testing Year Two (being the period which is twelve (12) Months to twenty four (24) Months after OSCD for the Supplier NPFS Services), the Supplier shall provide live operation of the Supplier NPFS Services by mobilising to NPFS Operation within twenty-one (21) calendar days (or less) (the <b>"Mobilisation Period"</b> ) and the Supplier shall route calls to call agents in the NPFS Contact Centres. No more than five percent (5%) of the capacity of the Supplier NPFS Services will be required for such testing. The testing window under this Paragraph 3.12.6 shall be two (2) consecutive weeks not inclusive of the Mobilisation Period achieved by the Supplier.                                                                                                                                                                                                                                                                    |
| A | 3.12.6.5. |  | In any Call-Off Optional Extension Period (being Testing Years Four (being the period which is thirty six (36) Months to forty eight (48) Months after OSCD for the Supplier NPFS Services and onwards) the Supplier shall provide the same level of testing as in Testing Year One and Testing Year Three unless the Buyer (being NHS Commissioning Board) requests, on a minimum of three (3) Months' notice in writing, a live test of the Supplier NPFS Services in which event the Supplier shall be entitled to recover its Costs in relation to such live testing on the basis set out in the Call-Off Catalogue.                                                                                                                                                                                                                                                                                                                                   |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                       |                                                                                                                                                                                                                                                                                                                           |
|---|-----------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.12.6.6. |                       | The Buyer (being NHS Commissioning Board) requires the right to see any tangible assets that exist for use by the Supplier NPFS Services.                                                                                                                                                                                 |
| A | 3.12.7.   | British Sign Language | The NPFS BSL Interpreter Service is an optional item in the Call-Off Catalogue and will only be required if shown on the Order Form or implemented via a Change Authorisation Note. To the extent that the NPFS BSL Interpreter Service is brought on via a Change Authorisation Note, this Paragraph 3.12.7 shall apply. |
| A | 3.12.7.1. |                       | The Supplier shall:                                                                                                                                                                                                                                                                                                       |
| A | (i)       |                       | deliver the NPFS BSL Interpreter Service to provide a means of giving access to the NPFS to members of the deaf community who use BSL as their first language;                                                                                                                                                            |
| A | (ii)      |                       | deliver the NPFS BSL Interpreter Service, which is based on video relay technology and connects patients to interpreters over the public internet using a web-based client. The interpreter then makes a conventional voice call into NPFS and acts as an intermediary between the patient and the NPFS call handler;     |
| A | (iii)     |                       | deliver a Mobile App to allow easy access to the British Sign Language (BSL) translation service for accessing the NPFS;                                                                                                                                                                                                  |
| A | (iv)      |                       | ensure the NPFS BSL Interpreter Service meets the following requirements:                                                                                                                                                                                                                                                 |
| A | (a)       |                       | web client syndicated via NHS Choices;                                                                                                                                                                                                                                                                                    |
| A | (b)       |                       | fully managed inbound and outbound interpreting services using fully trained and qualified interpreters;                                                                                                                                                                                                                  |
| A | (c)       |                       | secure interpreter workstation;                                                                                                                                                                                                                                                                                           |
| A | (d)       |                       | implementation and testing;                                                                                                                                                                                                                                                                                               |
| A | (e)       |                       | full ITIL based support during hours of operation; and                                                                                                                                                                                                                                                                    |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                                                                                                                                                                                                           |
|---|-------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (f)   |  | management reporting;                                                                                                                                                                                     |
| A | (v)   |  | meet the following BSL specific obligations:                                                                                                                                                              |
| A | (a)   |  | all interpreters shall be DBS/CRB checked and trained to an appropriate standard;                                                                                                                         |
| A | (b)   |  | all interpreters shall be working in a quiet confidential environment;                                                                                                                                    |
| A | (c)   |  | the Supplier shall carry out workplace assessments;                                                                                                                                                       |
| A | (d)   |  | the Supplier shall performance manage Interpreters; and assist in the investigation of any serious adverse incidents or complaints;                                                                       |
| A | (e)   |  | render a redirection message on the web client if the Service becomes Unavailable or when all agents are busy; and                                                                                        |
| A | (f)   |  | all care advice and address information will be sent in textual form.                                                                                                                                     |
| A | (vi)  |  | The NPFS BSL Interpreter Service shall be placed into Dormancy for the NPFS and brought into service, in line with Paragraphs 3.12.2 and 3.12.3 above                                                     |
| A | (vii) |  | The NPFS BSL Interpreter Service shall be Available twenty-four (24) hours a day, seven (7) days a week and three hundred and sixty five (365) days of the year, in line with the Supplier NPFS Services. |

**3.13. NPFS Specific NLP (Natural Language Processing) Requirements**

|                                                                     |                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>NPFS Specific NLP (Natural Language Processing) Requirements</b> | <p><b>Overview</b></p> <p>The NPFS Service Requirements are represented by a single use case (Anti-viral Assessment), which is set out in Paragraph 3.14 in conjunction with the common requirements in Paragraphs 3.13.1. to 3.13.7.</p> <p>Supplier NPFS NLP Services functionality is an <b>optional item</b> and will only be implemented via a Change Authorisation Note.</p> |
|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| Part | CI / Ref  | Element of Service Requirements  | Service Requirements / Supplier Responsibility                                                                                                                                                                                                |
|------|-----------|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A    | 3.13.1.   | General Requirements             |                                                                                                                                                                                                                                               |
| A    | 3.13.1.1. |                                  | The Supplier shall provide Supplier NPFS Services that have the following capabilities:                                                                                                                                                       |
| A    | (i)       |                                  | to issue multiple scripted voice prompts (ask questions) in a clear and easy to understand manner to a high degree of accuracy and respond to the answers to these prompts with an appropriate and clear manner emulating human conversation; |
| A    | (ii)      |                                  | to understand all common accents of regional and ethnic origin;                                                                                                                                                                               |
| A    | (iii)     |                                  | to understand what you would reasonably expect an English-speaking agent in an English Contact Centre to understand, at a level that would not require the use of a translation service;                                                      |
| A    | (iv)      |                                  | collate information received and transfer it as to a secondary system; and                                                                                                                                                                    |
| A    | (v)       |                                  | respond to questions and unexpected patient responses in a rational and appropriate manner, to guide the patient to an appropriate outcome.                                                                                                   |
| A    | 3.13.2.   | Voice Recognition and Processing |                                                                                                                                                                                                                                               |
| A    | 3.13.2.1. |                                  | The Supplier shall provide Supplier NPFS Services that can:                                                                                                                                                                                   |
| A    | (i)       |                                  | automatically transfer the caller to a call-handler, if the caller's responses cannot be identified by the Supplier NLP Services;                                                                                                             |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                                             |                                                                                                                                                                                                                                                                           |
|---|-----------|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (ii)      |                                             | automatically follow a pre-defined script to reach a pre-defined endpoint based on information received from a caller such as asking questions regarding the caller's location and steering the caller to the appropriate endpoint based on the information received; and |
| A | (iii)     |                                             | carry out defined tasks, such as causing text messages to be sent if this is required by the process flow.                                                                                                                                                                |
| A | 3.13.3.   | Interoperability with NPFS Provider systems |                                                                                                                                                                                                                                                                           |
| A | 3.13.3.1. |                                             | The Supplier shall ensure:                                                                                                                                                                                                                                                |
| A | (i)       |                                             | the Supplier NPFS NLP Services are interoperable with the NPFS Provider's IT system so that data is electronically transferred without manual data entry (re-keying) or workarounds being required; and                                                                   |
| A | (ii)      |                                             | the Supplier NPFS NLP Services can directly interface with the NPFS Provider's principal system using the NHS Interoperability Toolkit and moving to the Fast Healthcare Interoperability Resources (FHIR) standard when it becomes available.                            |
| A | 3.13.4.   | Patient Identification                      |                                                                                                                                                                                                                                                                           |
| A | 3.13.4.1. |                                             | The Supplier shall ensure:                                                                                                                                                                                                                                                |
| A | (i)       |                                             | the Supplier NPFS NLP Service design mitigates against the risk of unauthorised disclosure of personal confidential information, i.e. the Supplier NPFS NLP Service interface will not disclose any Patient Identifiable Data to caller; and                              |
| A | (ii)      |                                             | the Supplier NPFS NLP Service will be compliant with future NHS or Government standards on data and cyber security and patient identity verification keep including the integration with any future mandated single or common patient identity management service.        |
| A | 3.13.5.   | Functionality                               |                                                                                                                                                                                                                                                                           |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                   |                                                                                                                                                           |
|---|-----------|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.13.5.1. |                   | The Supplier shall ensure the Supplier NPFS NLP Service has the following functionality including (but not limited to):                                   |
| A | (i)       |                   | all Supplier NPFS NLP Service processing is carried out without adversely impacting the caller experience;                                                |
| A | (ii)      |                   | all Supplier NPFS NLP Services are provided in the English language; and                                                                                  |
| A | (iii)     |                   | in the event of a failure of the NLP infrastructure, the Supplier NPFS NLP Services will resort the transferring calls automatically to the call handler. |
| A | 3.13.6.   | Commercial        |                                                                                                                                                           |
| A | 3.13.6.1. |                   | The Supplier shall:                                                                                                                                       |
| A | (i)       |                   | identify how it proposes the NLP will be administered (i.e. script changes etc).                                                                          |
| A | 3.13.7.   | Exit Requirements |                                                                                                                                                           |
| A | 3.13.7.1. |                   | On Exit, the Supplier shall provide the Buyer (being NHS Commissioning Board) with:                                                                       |
| A | (i)       |                   | any bespoke Natural Language Processing (NLP) Dictionaries that have been created;                                                                        |
| A | (ii)      |                   | copies of all bespoke system prompts; and                                                                                                                 |
| A | (iii)     |                   | a Data Dictionary of information created on behalf of the Buyer.                                                                                          |

**3.14. NPFS Specific NLP Use Case**

| <b>NPFS Specific NLP Use Case</b> | <b>Overview</b>                                                                    |
|-----------------------------------|------------------------------------------------------------------------------------|
|                                   | These Use Case describe how NLP would be used by NPFS for the delivery of services |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| <b>Part</b> | <b>CI / Ref</b> | <b>Element of Service Requirements</b> | <b>Service Requirements / Supplier Responsibility</b>                                                                                                                                                                                                                                                                                                                                                           |
|-------------|-----------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | 3.14.1.         | Antiviral Assessment (NPFS Use Case 1) | The purpose of the Antiviral Assessment use case is to automate the process for identifying the caller's eligibility to receive antivirals during a Health Emergency and providing the unique authorisation number and location of collection point, by acting as an interface between the caller and the online assessment tool. See Appendix 11 of this Call-Off Schedule, for additional detail on workflow. |
| A           | 3.14.1.1.       |                                        | The Supplier shall:                                                                                                                                                                                                                                                                                                                                                                                             |
| A           | (i)             |                                        | provide a Supplier NPFS NLP Service that acts as an interface between the caller and the online process for assessing eligibility and providing authorisation for receiving antivirals through automated caller voice Interactions;                                                                                                                                                                             |
| A           | (ii)            |                                        | ensure that the Supplier NPFS NLP Service follows the Supplier NPFS Services online workflow (as detailed in Appendix 4 of this Call-Off Schedule), set to check the caller's eligibility to receive antivirals;                                                                                                                                                                                                |
| A           | (iii)           |                                        | ensure that the Supplier NPFS NLP Service follows Open Standards for interoperability to allow it to link with the anti-viral distribution system to enable the provision of the information necessary for authorised callers to collect antivirals (unique reference and local collect point), based on location information collected during the assessment phase;                                            |
| A           | (iv)            |                                        | ensure that on completion of a successful assessment the Supplier NPFS NLP Service:                                                                                                                                                                                                                                                                                                                             |
| A           | (a)             |                                        | warns the caller that they are about to be given the authorisation reference number and will need the means to record this information (i.e. pen and paper);                                                                                                                                                                                                                                                    |
| A           | (b)             |                                        | provides verbally to the caller a unique reference number for a unique antiviral collection and the location of the antiviral collection point;                                                                                                                                                                                                                                                                 |
| A           | (c)             |                                        | prompts the caller if they would like to hear the number again; and                                                                                                                                                                                                                                                                                                                                             |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                      |                                                                                                                                                                                                                |
|---|----------|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | (d)      |                      | provides via SMS the unique reference number and location of the collection point if a mobile CLI is detected;                                                                                                 |
| A | (v)      |                      | ensure that when the Supplier NPFS NLP Service assessment cannot be completed that the caller is given the details of the online service (URL) prior to the caller being transferred to a NPFS Contact Centre; |
| A | (vi)     |                      | ensure that the Supplier NPFS NLP Service makes clear the exact nature of the service provided by the Buyer so those contacting do not expect tailored medical advice; and                                     |
| A | (vii)    |                      | ensure that the Supplier NPFS NLP Service prompts the caller to complete the call if there is a delay of three (3) seconds or more per question.                                                               |
| A | 3.14.1.2 | Additional Use Cases | The Buyer may request the development of additional Use Cases and workflows to support the delivery of services through the NPFS platform to support the delivery of services.                                 |

**3.15. 119 Covid-19 Testing Service Specific Service Requirements**

| <b>NPFS Specific NLP Use Case</b> | <b>Overview</b>                                                                                                                                                                                                                                                                                                      |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                   | These are the Service Requirements unique to the Supplier 119 Number as it is currently being used (i.e. for booking Covid-19 testing). See Appendix 15, for the call-flow for the 119 Number as it is currently used. However, it should be noted this may change dependent on the circumstances of its future use. |

| <b>Part</b> | <b>CI / Ref</b> | <b>Element of Service Requirements</b> | <b>Service Requirements / Supplier Responsibility</b> |
|-------------|-----------------|----------------------------------------|-------------------------------------------------------|
| A           | 3.15.1.         | General                                |                                                       |
| A           | 3.15.1.1.       |                                        | The Supplier shall host the 119 three-digit-number.   |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |            |                                                                                                                                                                                                                                                                                                                            |
|---|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.15.1.2.  | The Supplier shall implement the 119 Number either using the NPFS infrastructure or the NHS 111 infrastructure as directed by the Buyer.                                                                                                                                                                                   |
| A | 3.15.1.3.  | The Supplier shall identify where to supplement Carrier interconnect capacity, and where needed SIP trunks will be supplied and cost any such SIP trunks into their bid.                                                                                                                                                   |
| A | 3.15.1.4.  | The Supplier acknowledges and agrees that the decision to mobilise the Supplier 119 Services in each UKC in the event of a Health Emergency is made independently within each respective UKC. For the avoidance of doubt, this may mean that the Supplier 119 Services are mobilised in England but not in the other UKCs. |
| A | 3.15.1.5.  | The Supplier shall provide additional telephone numbers to access the 119 Contact Centres (NGN or resilient geographic numbers), as directed by the Buyer.                                                                                                                                                                 |
| A | 3.15.1.6.  | The Supplier shall provide a solution capable of delivering 119 Service calls originating into the designated Contact Centres, either on or off the IUC Provider's network, without risk of blocking and network congestion for calls to the 111 Number.                                                                   |
| A | 3.15.1.7.  | The Supplier shall maintain service availability in the event of a Health Emergency and shall continue to meet the Service Levels as specified in Call-Off Schedule 14 (Service Levels).                                                                                                                                   |
| A | 3.15.1.8.  | The Supplier shall provide Welsh language options (i.e. Welsh language IVRs, either as dual language option, or as a choice to have a Welsh language workflow). However, the onus will be on the Welsh Cluster Member to provide skills and expertise of Welsh language and recording of scripts.                          |
| A | 3.15.1.9.  | The Supplier shall provide the capability to the 119 Service Centre to manage call distribution across the 119 Providers at fifteen (15) minutes notice.                                                                                                                                                                   |
| A | 3.15.1.10. | The Supplier shall provide the capability to queue calls at network level.                                                                                                                                                                                                                                                 |
| A | 3.15.1.11. | The Supplier shall when a caller has queued for more than three (3) minutes, if expected answering times are longer, re-direct callers to the on-line channel or advise them to call back using timed announcements.                                                                                                       |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |            |  |                                                                                                                                                                                                                                                       |
|---|------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 3.15.1.12. |  | Once the current use of the 119 Number comes to an end (Covid-19 testing) it will be held in Dormancy until such time as it is required for any other purpose as identified by the Buyer.                                                             |
| A | 3.15.1.13. |  | The Supplier shall provide the ability to set MCL (Maximum Concurrent Line) value to limit the number of concurrent calls being sent to a Provider. If this value is reached a message will be played prior to the call being disconnected.           |
| A | 3.15.1.14. |  | The Supplier will provide a process for sending email alerts to the Buyer for when call delivery to a provider(s) have failed in the previous hour, detailing the provider, number of calls offered, number of calls failed (as per Paragraph 3.9.7). |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**4. NOT USED**

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



## 5. Glossary of Abbreviations and Terms

| Abbreviation | Description                                                                                                                                            |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| ACD          | Automatic Call Distributor                                                                                                                             |
| AILS         | Acceptance Into Live Service                                                                                                                           |
| AML          | Advanced Mobile Lookup                                                                                                                                 |
| API          | Application Programming Interface – a software component that allows interaction and integration of features into existing applications                |
| AWS          | Amazon Web Services                                                                                                                                    |
| BCMS         | Business Continuity Management System                                                                                                                  |
| BSL          | British Sign Language – a sign language used in the United Kingdom                                                                                     |
| CCG          | Clinical Commissioning Group                                                                                                                           |
| CGI          | CGI – The Suppliers 3 <sup>rd</sup> party supplier                                                                                                     |
| CMDB         | Configuration Management Data Base                                                                                                                     |
| CLI          | Calling Line Identity                                                                                                                                  |
| CSV          | Comma Separated Values                                                                                                                                 |
| CTI          | Computer Telephony Integration                                                                                                                         |
| CTL          | Customer Technical Lead (Supplier)                                                                                                                     |
| CUBE         | Cisco Unified Border Element                                                                                                                           |
| DA           | Devolved Administration                                                                                                                                |
| DB           | Data Base                                                                                                                                              |
| DDI          | Direct Dial-In                                                                                                                                         |
| DOS          | Directory Of Service                                                                                                                                   |
| DOW          | Day of the week - a variable used within a computer programme usually used to determine opening hours.                                                 |
| DPIA         | Data Processing Impact Assessment                                                                                                                      |
| DX           | NHS Pathways Disposition code: The clinical outcome of the call once the system has collected sufficient information                                   |
| GP           | General Practitioner                                                                                                                                   |
| HR           | Human Resource                                                                                                                                         |
| ICR          | Inbound Call Reporting                                                                                                                                 |
| ISL          | Irish Sign Language                                                                                                                                    |
| IUC          | Integrated Urgent Care                                                                                                                                 |
| IPSec        | Internet Protocol Security                                                                                                                             |
| IPVPN QoS    | Internet Protocol Virtual Private Network – the creation of a secure tunnel across a network for transit of data.                                      |
| ISDN         | Integrated Services Digital Network – a set of standards for simultaneous transition of voice and data over a public switched telephone network (PSTN) |
| ITILv3       | A UK industry recognised discipline of IT service management                                                                                           |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| Abbreviation | Description                                                                                                                                                                                      |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITMS         | Inbound Traffic Management System                                                                                                                                                                |
| ITSHC        | Information Technology Security Health Check                                                                                                                                                     |
| IVR          | Interactive Voice Response - system that allows a computer to collect information from a caller using either keypad responses or speech recognition                                              |
| MI           | Management Information – data relating to the performance and operation of a service                                                                                                             |
| MPA          | Cabinet Office Major Projects Authority                                                                                                                                                          |
| NHS          | National Health Service                                                                                                                                                                          |
| NGN          | Non-Geographic Number                                                                                                                                                                            |
| NLP          | Natural Language Processing                                                                                                                                                                      |
| NLU          | Natural Language Understanding                                                                                                                                                                   |
| NNG          | National Number Group                                                                                                                                                                            |
| NIVR         | Network Interactive Voice Response – a telephone supplier's network-based system that allows a computer to collect information from a caller using either keypad responses or speech recognition |
| PSTN         | See Schedule 23 (Definitions)                                                                                                                                                                    |
| QoS          | Quality of Service                                                                                                                                                                               |
| SFTP         | Secure File Transfer Protocol                                                                                                                                                                    |
| SIP          | Session Initiation Protocol – A protocol for establishing telephone calls across data networks                                                                                                   |
| SMS          | Short Message Service                                                                                                                                                                            |
| SQL          | Structured Query Language - A special purpose programming language used for managing data in relational databases                                                                                |
| SSL          | Secure Sockets Layer                                                                                                                                                                             |
| STD          | The first part of a telephone number that determines the caller's location (0115 for Nottingham). Also known as National Numbering Groups                                                        |
| STT          | Speech To Text                                                                                                                                                                                   |
| TOD          | Time of Day - a variable used within a computer programme usually used to determine opening hours                                                                                                |
| VSOC         | Vodafone Security Operations Centre                                                                                                                                                              |
| VVB          | Virtual Voice Browser                                                                                                                                                                            |
| VoIP         | Voice over Internet Protocol                                                                                                                                                                     |
| VPN          | Virtual Private Network                                                                                                                                                                          |
| WAN          | Wide Area Network – a data network – a data network that covers a board area                                                                                                                     |
| .wav         | A common file format used for music/voice                                                                                                                                                        |
| Wi-Fi        | wireless networking technology that uses radio waves to provide wireless high-speed Internet and network connections                                                                             |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **6. Appendices**

### **Appendix 1 – Call Volumetrics**



Call Volume Scenario  
Summary.xlsx

### **Appendix 2 – NHS England Supplier Code of Conduct**



NHSE Supplier Code  
of Conduct v16 FINAL

### **Appendix 3 – IUC Minimum Data Set**

The Integrated Urgent Care / NHS 111 Minimum Data Set specifications and supporting information is located on the NHS England website <https://www.england.nhs.uk/statistics/statistical-work-areas/nhs-111-minimum-data-set>.

### **Appendix 4 – NPFS Algorithm**



NPFS Algorithm -  
20.11.2019 (Draft).pdf

### **Appendix 5 – IUC NLP Demographic collection workflow**



20200221 NLP Use  
Case\_Demographics

### **Appendix 6 – IUC NLP Call steering workflow**



20200218 NLP Use  
Case\_Reason for Cal

### **Appendix 7 – IUC NLP Voice Biometrics workflow**



20200218 NLP Use  
Case\_Voice Biometri

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Appendix 8 – IUC NLP Language identification workflow**20200218 NLP Use  
Case\_Language Ider**Appendix 9 – IUC NLP Sentiment Analysis workflow**20200807 NLP Use  
Case\_Sentiment Ana**Appendix 10 – Language list (Top 20 Language)**

| <b>Language Usage Report Dec 18 - Nov 19</b> |              |                   |
|----------------------------------------------|--------------|-------------------|
| <b>Language</b>                              | <b>Calls</b> | <b>% of calls</b> |
| Bengali                                      | 2394         | 14.65%            |
| Romanian                                     | 1852         | 11.33%            |
| Polish                                       | 1214         | 7.43%             |
| Urdu                                         | 993          | 6.08%             |
| Spanish                                      | 828          | 5.07%             |
| Punjabi                                      | 815          | 4.99%             |
| Mandarin                                     | 750          | 4.59%             |
| Arabic                                       | 744          | 4.55%             |
| Turkish                                      | 540          | 3.30%             |
| Italian                                      | 508          | 3.11%             |
| Russian                                      | 486          | 2.97%             |
| Portuguese                                   | 424          | 2.59%             |
| Bulgarian                                    | 423          | 2.59%             |
| French                                       | 392          | 2.40%             |
| Hindi                                        | 373          | 2.28%             |
| Tamil                                        | 313          | 1.92%             |
| Albanian                                     | 303          | 1.85%             |
| Somali                                       | 275          | 1.68%             |
| Farsi                                        | 255          | 1.56%             |
| Lithuanian                                   | 254          | 1.55%             |
| Gujarati                                     | 206          | 1.26%             |

## **Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Appendix 11 – NPFS NLP workflow**



NPFS NLP  
workflow.jpg

## **Appendix 12 – Location Unknown IVR workflow**



Voice IVR.vsd

## **Appendix 13 – NHS Records Management Code of Practice**



NHSX\_Records\_Management\_CoP\_V7.pdf

## **Appendix 14 – Call Trace workflow**



DOC0022 111 Call  
Tracing Service Process.pdf

## **Appendix 15 – 119 Covid-19 testing workflow**



20200813 119\_Call  
Flow\_National IVR\_I.pdf

## **Appendix 16 – 119 Covid-19 testing call volumes**



119 Call  
Volumes.docx

## Baseline Forecast

| Year    | Answered   | Offered    | Delivered  | Year on Year Growth | % Call abandoned after threshold but before ACD | Delivered including Abandoned after threshold but before ACD | Calls including Uplift due to Advertising and LTP Initiatives | Total Call Volume |
|---------|------------|------------|------------|---------------------|-------------------------------------------------|--------------------------------------------------------------|---------------------------------------------------------------|-------------------|
| 2014/15 | 12,082,252 | 12,800,462 |            |                     |                                                 |                                                              |                                                               |                   |
| 2015/16 | 13,048,316 | 14,075,012 |            |                     |                                                 |                                                              |                                                               |                   |
| 2016/17 | 13,558,537 | 14,676,388 |            |                     |                                                 |                                                              |                                                               |                   |
| 2017/18 | 14,600,390 | 15,959,587 |            |                     |                                                 |                                                              |                                                               |                   |
| 2018/19 | 15,074,302 | 16,884,797 |            |                     |                                                 |                                                              |                                                               |                   |
| 2019/20 | 15,560,117 | 17,428,961 | 17,569,517 | 3.2%                |                                                 |                                                              |                                                               |                   |
| 2020/21 | 16,057,580 | 17,986,173 | 18,131,222 | 3.2%                | 15.6%                                           | 20,957,463                                                   | 0.0%                                                          | 20,957,463        |
| 2021/22 | 16,564,169 | 18,553,605 | 18,703,231 | 3.2%                | 15.6%                                           | 21,618,635                                                   | 5.2%                                                          | 22,741,953        |
| 2022/23 | 17,082,369 | 19,134,043 | 19,288,350 | 3.1%                | 15.6%                                           | 22,294,960                                                   | 15.9%                                                         | 25,838,514        |
| 2023/24 | 17,612,007 | 19,727,293 | 19,886,384 | 3.1%                | 15.6%                                           | 22,986,214                                                   | 23.7%                                                         | 28,439,045        |
| 2024/25 | 18,155,962 | 20,336,580 | 20,500,585 | 3.1%                | 15.6%                                           | 23,696,155                                                   | 28.8%                                                         | 30,515,095        |
| 2025/26 | 18,713,970 | 20,961,607 | 21,130,652 | 3.1%                | 15.6%                                           | 24,424,435                                                   | 34.1%                                                         | 32,742,665        |

## Scenario 1 - Offered Calls

| Year    | Answered   | Offered    | Delivered  | Year on Year Growth | % Call abandoned after threshold but before ACD | Delivered including Abandoned after threshold but before ACD | Calls including Uplift due to Advertising and LTP Initiatives | Total Call Volume |
|---------|------------|------------|------------|---------------------|-------------------------------------------------|--------------------------------------------------------------|---------------------------------------------------------------|-------------------|
| 2014/15 | 12,082,252 | 12,800,462 |            |                     |                                                 |                                                              |                                                               |                   |
| 2015/16 | 13,048,316 | 14,075,012 |            |                     |                                                 |                                                              |                                                               |                   |
| 2016/17 | 13,558,537 | 14,676,388 |            |                     |                                                 |                                                              |                                                               |                   |
| 2017/18 | 14,600,390 | 15,959,587 |            |                     |                                                 |                                                              |                                                               |                   |
| 2018/19 | 15,074,302 | 16,884,797 |            |                     |                                                 |                                                              |                                                               |                   |
| 2019/20 | 15,560,117 | 17,870,563 | 18,014,680 | 5.8%                |                                                 |                                                              |                                                               |                   |
| 2020/21 | 16,057,580 | 18,776,793 | 18,928,218 | 5.1%                | 15.6%                                           | 21,878,692                                                   | 0.0%                                                          | 21,878,692        |
| 2021/22 | 16,564,169 | 19,727,412 | 19,886,505 | 5.1%                | 15.6%                                           | 22,986,353                                                   | 5.2%                                                          | 24,180,739        |
| 2022/23 | 17,082,369 | 20,727,948 | 20,895,109 | 5.1%                | 15.6%                                           | 24,152,175                                                   | 15.9%                                                         | 27,990,915        |
| 2023/24 | 17,612,007 | 21,781,062 | 21,956,716 | 5.1%                | 15.6%                                           | 25,379,262                                                   | 23.7%                                                         | 31,399,777        |
| 2024/25 | 18,155,962 | 22,893,474 | 23,078,099 | 5.1%                | 15.6%                                           | 26,675,444                                                   | 28.8%                                                         | 34,351,721        |
| 2025/26 | 18,713,970 | 24,068,396 | 24,262,496 | 5.1%                | 15.6%                                           | 28,044,461                                                   | 34.1%                                                         | 37,595,563        |

Scenario 2 - Online: No further channel shift

| Year    | Answered   | Offered    | Delivered  | Year on Year Growth | % Call abandoned after threshold but before ACD | Delivered including Abandoned after threshold but before ACD | Calls including Uplift due to Advertising and LTP Initiatives | Total Call Volume |
|---------|------------|------------|------------|---------------------|-------------------------------------------------|--------------------------------------------------------------|---------------------------------------------------------------|-------------------|
| 2014/15 | 12,082,252 | 12,800,462 |            |                     |                                                 |                                                              |                                                               |                   |
| 2015/16 | 13,048,316 | 14,075,012 |            |                     |                                                 |                                                              |                                                               |                   |
| 2016/17 | 13,558,537 | 14,676,388 |            |                     |                                                 |                                                              |                                                               |                   |
| 2017/18 | 14,600,390 | 15,959,587 |            |                     |                                                 |                                                              |                                                               |                   |
| 2018/19 | 15,074,302 | 16,884,797 |            |                     |                                                 |                                                              |                                                               |                   |
| 2019/20 | 15,217,794 | 17,045,524 | 17,182,988 | 1.0%                |                                                 |                                                              |                                                               |                   |
| 2020/21 | 15,704,314 | 17,590,477 | 17,732,335 | 3.2%                | 15.6%                                           | 20,496,399                                                   | 0.0%                                                          | 20,496,399        |
| 2021/22 | 16,199,758 | 18,145,426 | 18,291,760 | 3.2%                | 15.6%                                           | 21,143,025                                                   | 5.2%                                                          | 22,241,630        |
| 2022/23 | 16,706,557 | 18,713,094 | 18,864,006 | 3.1%                | 15.6%                                           | 21,804,470                                                   | 15.9%                                                         | 25,270,067        |
| 2023/24 | 17,224,543 | 19,293,293 | 19,448,884 | 3.1%                | 15.6%                                           | 22,480,517                                                   | 23.7%                                                         | 27,813,386        |
| 2024/25 | 17,756,531 | 19,889,176 | 20,049,572 | 3.1%                | 15.6%                                           | 23,174,839                                                   | 28.8%                                                         | 29,843,763        |
| 2025/26 | 18,302,263 | 20,500,452 | 20,665,778 | 3.1%                | 15.6%                                           | 23,887,097                                                   | 34.1%                                                         | 32,022,326        |

Scenario 3 - Online: Growth in channel shift (30%)

| Year    | Answered   | Offered    | Delivered  | Year on Year Growth | % Call abandoned after threshold but before ACD | Delivered including Abandoned after threshold but before ACD | Calls including Uplift due to Advertising and LTP Initiatives | Total Call Volume |
|---------|------------|------------|------------|---------------------|-------------------------------------------------|--------------------------------------------------------------|---------------------------------------------------------------|-------------------|
| 2014/15 | 12,082,252 | 12,800,462 |            |                     |                                                 |                                                              |                                                               |                   |
| 2015/16 | 13,048,316 | 14,075,012 |            |                     |                                                 |                                                              |                                                               |                   |
| 2016/17 | 13,558,537 | 14,676,388 |            |                     |                                                 |                                                              |                                                               |                   |
| 2017/18 | 14,600,390 | 15,959,587 |            |                     |                                                 |                                                              |                                                               |                   |
| 2018/19 | 15,074,302 | 16,884,797 |            |                     |                                                 |                                                              |                                                               |                   |
| 2019/20 | 14,927,116 | 16,719,934 | 16,854,772 | -1.0%               |                                                 |                                                              |                                                               |                   |
| 2020/21 | 14,497,724 | 16,238,971 | 16,369,930 | -2.9%               | 15.6%                                           | 18,921,625                                                   | 0.0%                                                          | 18,921,625        |
| 2021/22 | 13,303,240 | 14,901,023 | 15,021,193 | -8.2%               | 15.6%                                           | 17,362,651                                                   | 5.2%                                                          | 18,264,826        |
| 2022/23 | 12,521,376 | 14,025,253 | 14,138,360 | -5.9%               | 15.6%                                           | 16,342,205                                                   | 15.9%                                                         | 18,939,631        |
| 2023/24 | 12,909,601 | 14,460,106 | 14,576,720 | 3.1%                | 15.6%                                           | 16,848,895                                                   | 23.7%                                                         | 20,845,820        |
| 2024/25 | 13,308,320 | 14,906,713 | 15,026,929 | 3.1%                | 15.6%                                           | 17,369,281                                                   | 28.8%                                                         | 22,367,564        |
| 2025/26 | 13,717,340 | 15,364,858 | 15,488,768 | 3.1%                | 15.6%                                           | 17,903,111                                                   | 34.1%                                                         | 24,000,373        |

Scenario 4 - Online: Growth in channel shift (20%)

| Year    | Answered   | Offered    | Vodafone Delivered | Year on Year Growth | % Call abandoned after threshold but before ACD | Vodafone Delivered including Abandoned after threshold but before ACD | Calls including Uplift due to Advertising and LTP Initiatives | Total Call Volume |
|---------|------------|------------|--------------------|---------------------|-------------------------------------------------|-----------------------------------------------------------------------|---------------------------------------------------------------|-------------------|
| 2014/15 | 12,082,252 | 12,800,462 |                    |                     |                                                 |                                                                       |                                                               |                   |
| 2015/16 | 13,048,316 | 14,075,012 |                    |                     |                                                 |                                                                       |                                                               |                   |
| 2016/17 | 13,558,537 | 14,676,388 |                    |                     |                                                 |                                                                       |                                                               |                   |
| 2017/18 | 14,600,390 | 15,959,587 |                    |                     |                                                 |                                                                       |                                                               |                   |
| 2018/19 | 15,074,302 | 16,884,797 |                    |                     |                                                 |                                                                       |                                                               |                   |
| 2019/20 | 15,059,273 | 16,867,964 | 17,003,996         | -0.1%               |                                                 |                                                                       |                                                               |                   |
| 2020/21 | 15,121,386 | 16,937,537 | 17,074,130         | 0.4%                | 15.6%                                           | 19,735,594                                                            | 0.0%                                                          | 19,735,594        |
| 2021/22 | 14,992,582 | 16,793,263 | 16,928,692         | -0.9%               | 15.6%                                           | 19,567,486                                                            | 5.2%                                                          | 20,584,225        |
| 2022/23 | 14,602,082 | 16,355,862 | 16,487,764         | -2.6%               | 15.6%                                           | 19,057,827                                                            | 15.9%                                                         | 22,086,873        |
| 2023/24 | 14,676,679 | 16,439,418 | 16,571,994         | 0.5%                | 15.6%                                           | 19,155,187                                                            | 23.7%                                                         | 23,699,215        |
| 2024/25 | 15,129,976 | 16,947,158 | 17,083,829         | 3.1%                | 15.6%                                           | 19,746,804                                                            | 28.8%                                                         | 25,429,257        |
| 2025/26 | 15,594,982 | 17,468,014 | 17,608,885         | 3.1%                | 15.6%                                           | 20,353,705                                                            | 34.1%                                                         | 27,285,566        |

# NHS England's Supplier Code of Conduct

---

## Introduction

NHS England leads the National Health Service (NHS) in England. We set the priorities and direction of the NHS and encourage and inform the national debate to improve health and care. This Code of Conduct represents the principles that NHS England endorses and expects its partners and suppliers to support and follow and to ensure that their employees, partners and subcontractors will do the same. We want to work with Suppliers who are proud of their reputation for fair dealing and quality delivery and who consider working with NHS England to be reputation enhancing.

## Scope

The provisions of this Code of Conduct are intended for third party Suppliers that are under contract to provide goods and/or services to NHS England. NHS England expects its Suppliers to communicate this Code of Conduct to their named subcontractors and employees and ensure that they, in turn, also observe the obligations and expectations outlined below.

## Obligations and Expectations

We expect the highest standards of business ethics from Suppliers and their agents in the supply of goods and services funded by the public purse. We expect that Suppliers comply fully with all laws, regulations and standards that are applicable to their business and operations. Suppliers, and their named subcontractors, are also expected to ensure that *their* suppliers and supply chain also comply with, or observe, the obligations and expectations outlined below, as applicable. In selecting Suppliers, NHS England checks that it is contracting with reputable bodies. These checks are conducted in line with procurement regulations that guarantee fair access to opportunities for all Suppliers and equal treatment during selection processes.

### a. Professional behaviour

We expect suppliers to speak out, without fear of consequences, when a project or service is unlikely to succeed because of *our* behaviours or lack of good governance. For contracts that deliver goods and/or services to users with particular needs, physical or mental, that place them in a vulnerable position, suppliers should ensure that they are treated with dignity and respect. In the spirit of investing in mutually supportive relationships, all parties are expected to be prepared to share intelligence of supply chain risks, so that these can be mitigated.

### b. Bribery, corruption and anti-competitive behaviour

Any and all forms of bribery, corruption and extortion are strictly prohibited and may result in immediate contract termination, legal action and any other form of action specified in any contract. Suppliers shall comply with all applicable national and international anti-bribery legislation and standards, including, but not limited to, The Bribery Act 2010. Suppliers shall not offer or provide money or gifts to anyone where it is probable that all or part of the money or gift is being used to influence decisions that may result in a commercial advantage for the Supplier.



### **c. Environmental**

Suppliers, their employees and named subcontractors shall comply with all applicable environmental laws, regulations and standards and shall make all practical efforts to minimise their energy consumption, natural resource use and waste generation.

### **d. Health and Safety**

Suppliers and their named subcontractors shall comply with all applicable laws, regulations and standards relating to health and safety in the workplace or any location other than the workplace where production, manufacture or work is undertaken. Suppliers should demonstrate an active commitment to creating health-improving workplaces that is co-produced with employees and illustrates an active monitoring approach that utilises evidence-based practice for employer-led health improvement. NHS England commits to supporting suppliers in this through sharing our own learning and experiences of monitoring and improving workplace health with our supply chain.

### **e. Labour Standards and Human Rights**

Suppliers and their sub-contractors must comply with all applicable human rights and employment laws in the jurisdictions in which they operate. Suppliers and their named sub-contractors shall ensure that slavery, including forced and compulsory (bonded) labour and human trafficking are not present in their business and operations. Suppliers and their sub-contractors shall comply with the provisions of the Modern Slavery Act 2015. Where Suppliers are required<sup>1</sup> to publish an annual slavery and human trafficking statement, this should be shared this with NHS England.

### **f. Wages and working hours**

Suppliers shall comply with national laws regarding working hours, wages and benefits and shall put mechanisms in place to ensure that their supply chains also comply with relevant national laws. Suppliers are expected to work towards good practice in paying reasonable *living* wages.

### **g. Discrimination**

The Supplier and their named subcontractors shall not discriminate on the basis of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, and sex and sexual orientation. Suppliers should have, or work towards, a published diversity and inclusion policy, an action plan to improve diversity and inclusion in the workplace, and embedded good practice for workplace inclusion across all protected characteristics, including additional ones as articulated in NHS England's Diversity and Inclusion objectives.

### **h. Generating Social Value**

Where feasible, Suppliers and their named subcontractors are expected to increase commercial opportunities for underrepresented supplier groups, especially Small and Medium-sized Enterprises (SMEs) and Voluntary, Community and Social Enterprises (VCSEs) that support health-related objectives. They are also expected to offer work experience and/or opportunities to people with a learning disability, those from vulnerable or disadvantaged groups, and the long-term unemployed, through structured and supported pathways to work opportunities. NHS England commits to sharing with Suppliers learning and experiences of structured pathways to work opportunities to support this action.

---

<sup>1</sup><https://www.gov.uk/government/collections/modern-slavery-bill>

### **i. Innovation and sustainable profit**

NHS England expects Suppliers to use recognised industry practices in the delivery of goods and/or services. NHS England expects suppliers to generate sustainable profit which they can invest to support improvements in goods and services for the long term benefits of patients and the health economy. In doing so, Suppliers should continuously look to reduce costs and improve quality throughout the life of a contract with NHS England, which they can evidence through true open book accounting. Where the Supplier becomes aware of alternative, innovative solutions and/or creative approaches that can deliver an improved, quality product or service to NHS England and/or its stakeholders, they should notify NHS England, outlining the anticipated costs and benefits of such solutions.

### **j. Management of Risk**

NHS England tries to ensure that risk is placed with the party best able to manage it. This means requiring prime contractors not to flow risk inappropriately to subcontractors, and not to assert that they can manage risk that is in fact better managed by NHS England. All parties should also be prepared to share intelligence of supply chain risks, so that material commercial and operational risks, for example the impact of losing a key supplier, can be mitigated.

### **k. Cyber Security**

It is essential that Suppliers safeguard the integrity and security of their systems and comply with the relevant government standards and guidance. Suppliers must inform the National Cyber Security Centre if they become aware of any cyber security incident that affects or has the potential to affect NHS England data.

### **l. Confidentiality**

Suppliers are expected to comply with the provisions in their contracts and any legal requirements to protect sensitive information. Suppliers to NHS England may also be party to confidential information that is necessary for them to be effective partners. This information, even if it is not covered by contractual provisions, should be handled with the same care as information of similar sensitivity in the Supplier's own organisation.

### **m. Conflicts of Interest**

NHS England expects Suppliers to mitigate appropriately against any real or perceived conflict of interest through their work with NHS England. A Supplier with a position of influence gained through a contract should not use that position to unfairly disadvantage any other supplier or reduce the potential for future competition.

### **n. Monitoring**

Suppliers are expected to have identified, or be working towards identifying, their business' and operations' impacts on the environment, society and economy and to have, or plan to, put systems and processes in place to manage these and report on their progress and provide regular updates and copies of such reports to NHS England when requested.

For contracts with duration longer than 12 months, Suppliers are also expected to submit an annual statement to NHS England's Commercial and Procurement Team, signed by their most senior representative (e.g. CEO), that confirms compliance with all applicable environmental and social laws, regulations and standards, explains mitigating action for any breaches, and articulates the way in which the Supplier is supporting the expectations set out in this Code. NHS England reserves the Right to

Audit a Supplier to confirm compliance with the obligations of this Code of Conduct and explore the extent to which the Code's expectations are addressed.

**Any breach of the obligations articulated in this Code of Conduct is considered a material breach of contract by the Supplier.**

Signed off by:

# Social Value Pledge

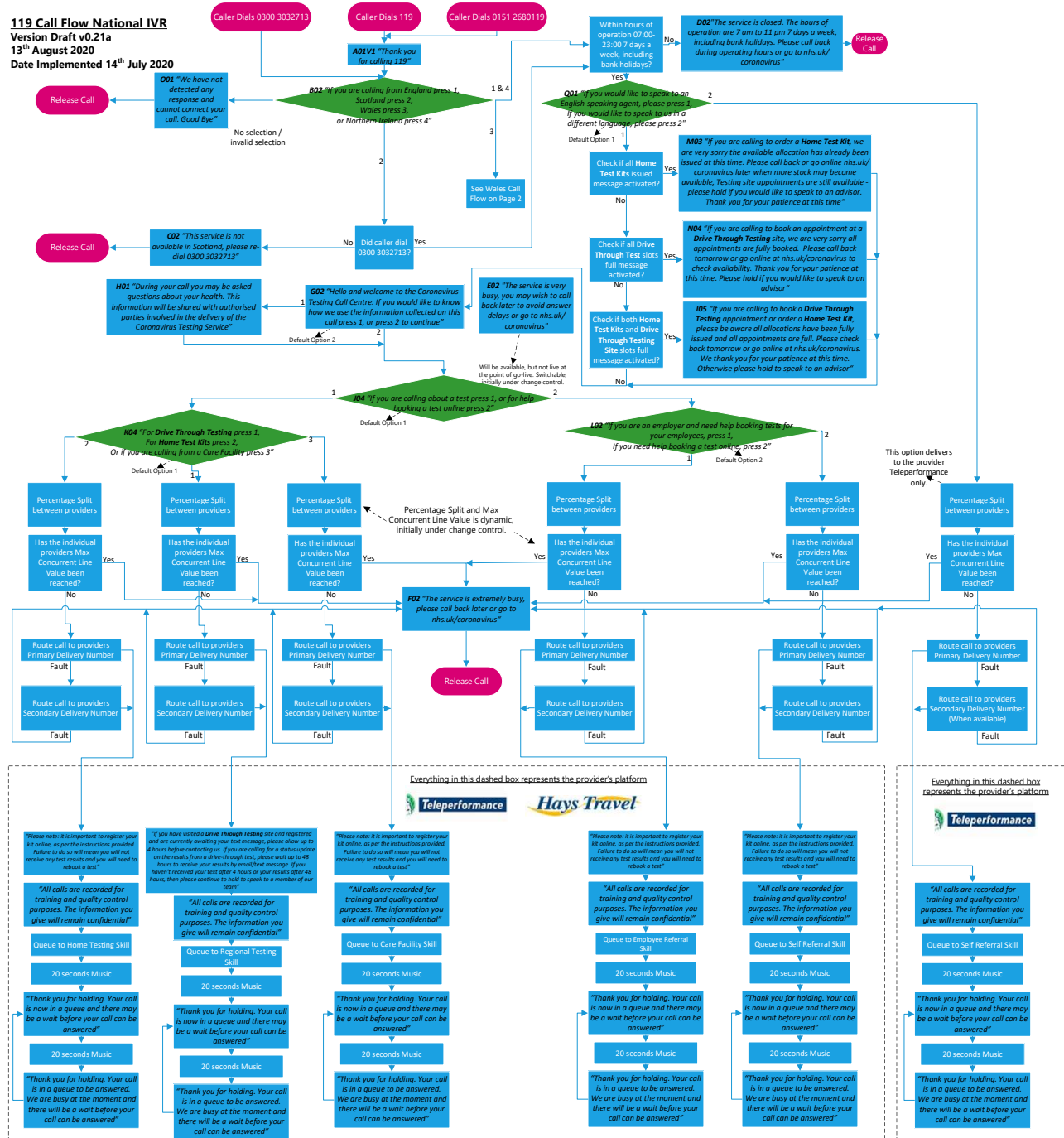
---

Suppliers are invited to make a **voluntary** pledge, committing **any** value or volume of goods and/or services on a pro bono basis to suitable, mutually agreed, predominantly VCSEs, whose work supports health/care delivery or the wider determinants of health in the UK. This pro bono contribution should not be incorporated into the overall contract price, and whilst it may be aligned with the Supplier's wider Corporate Responsibility objectives, it should not already be accounted for as part of a wider CSR programme. The Social Value Pledge will be monitored as part of contract management.

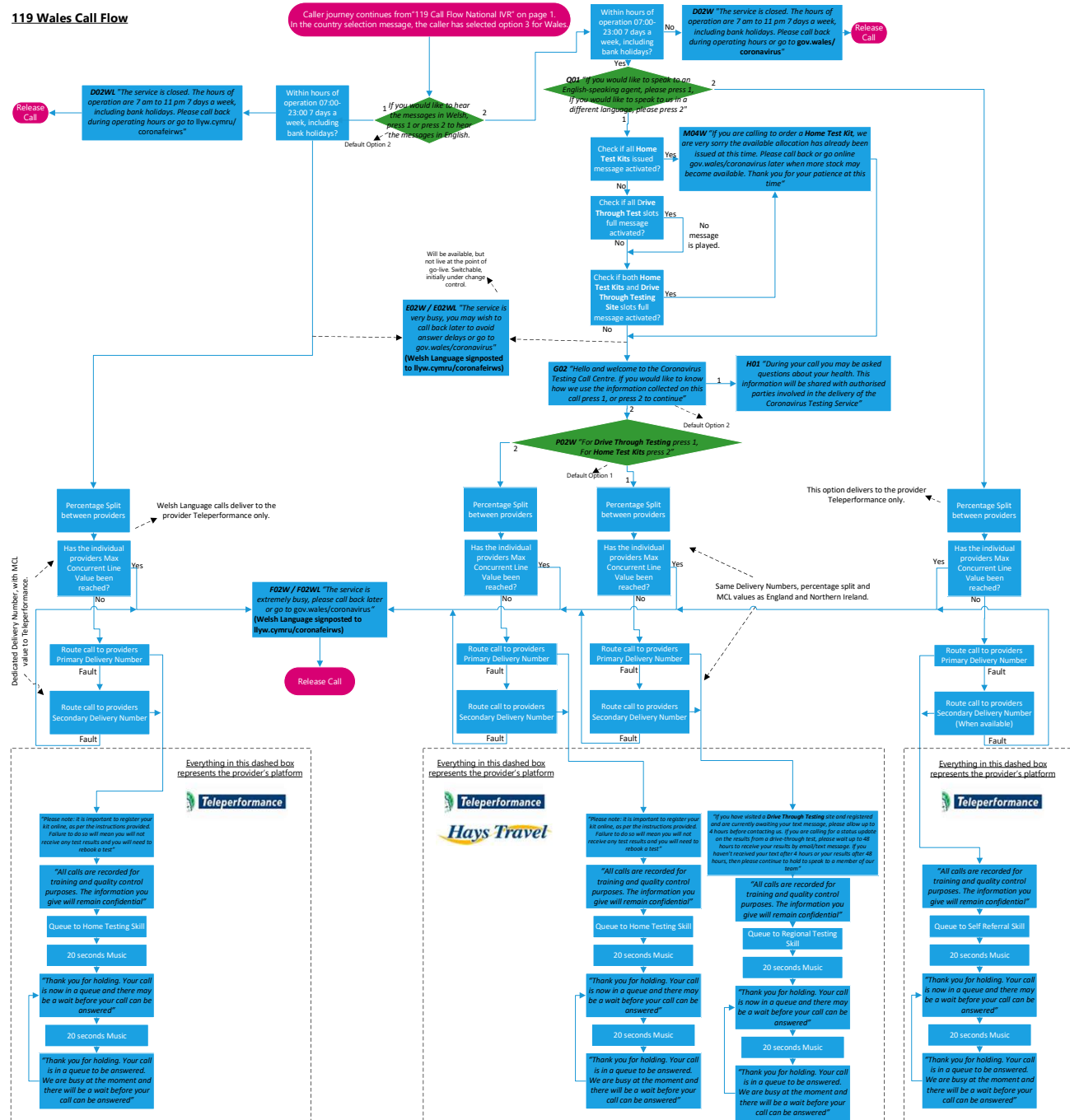
*The aim is to generate big value for society with minimal cost to business.*

*I hereby pledge to...*

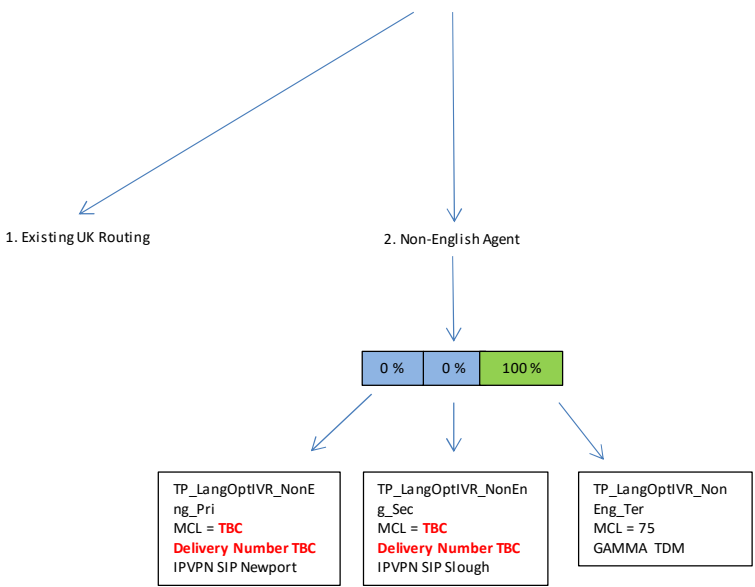
Signed



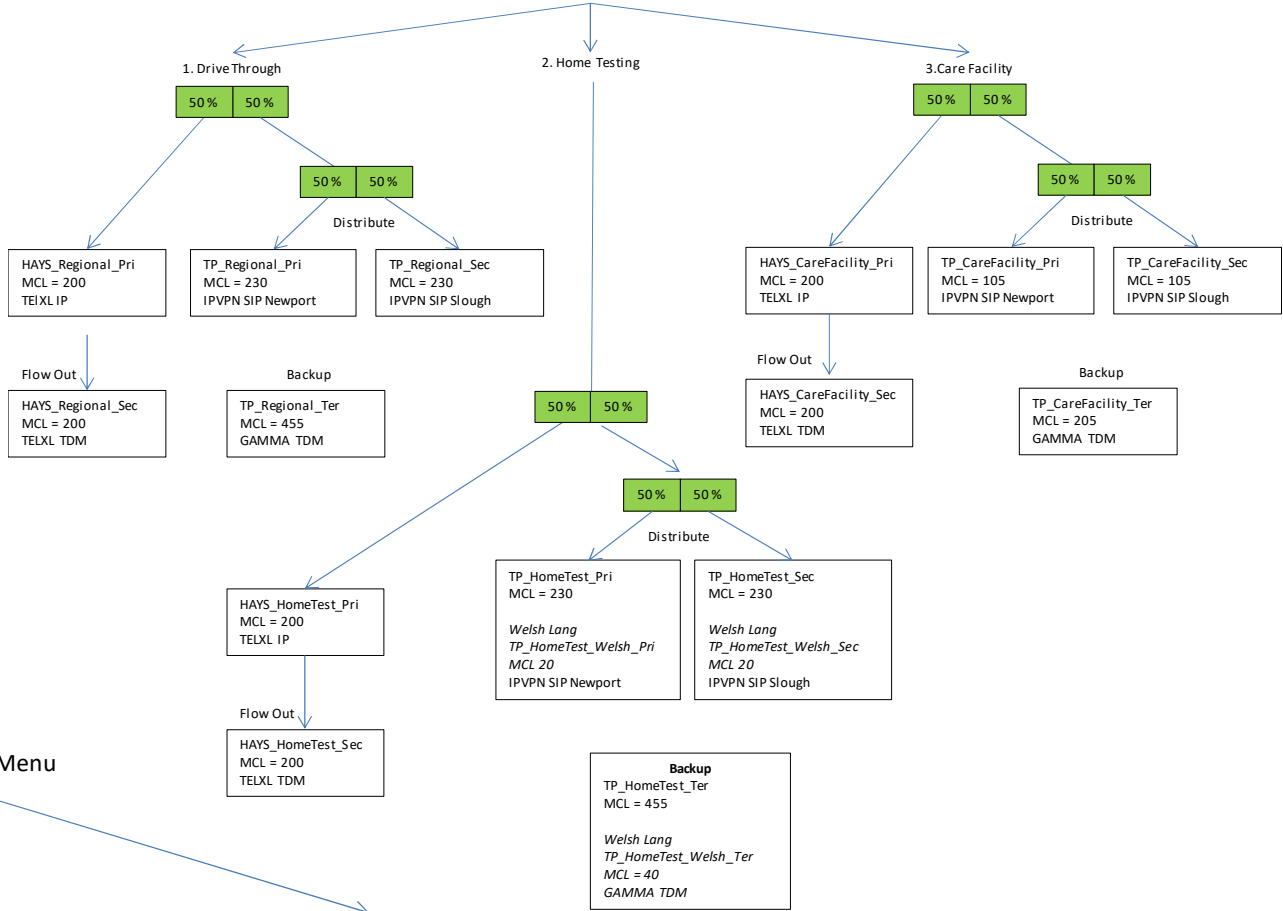
### 119 Wales Call Flow



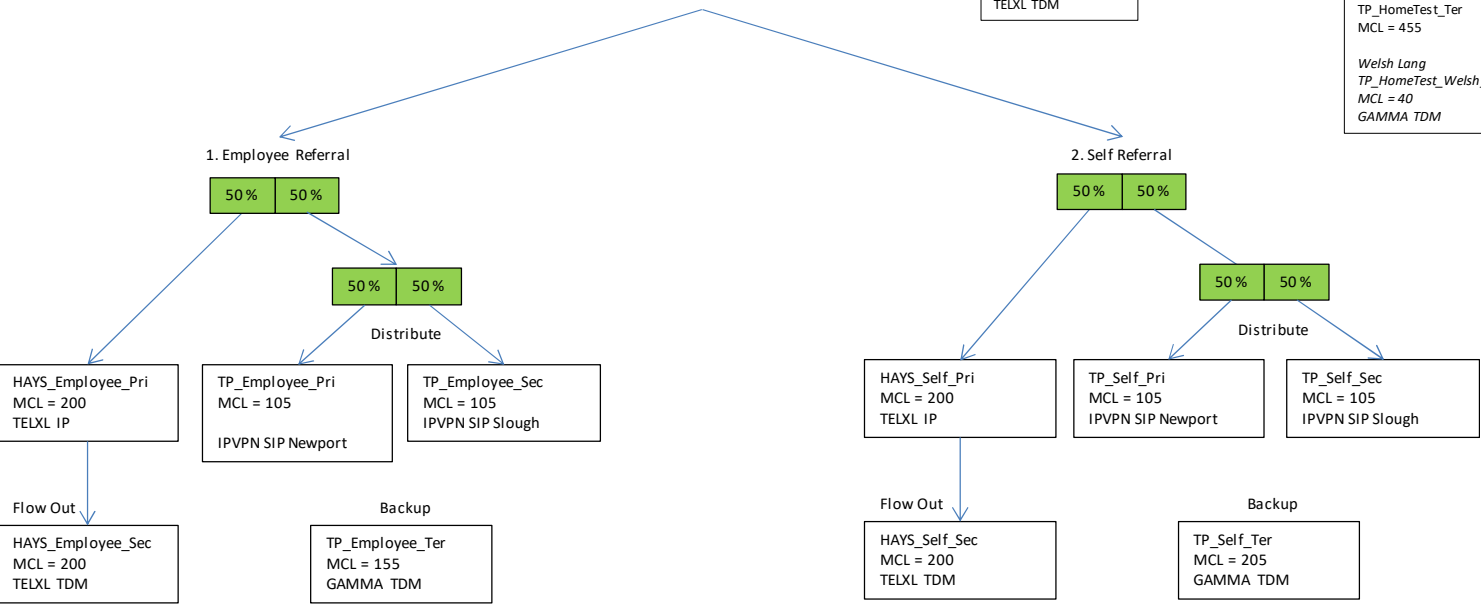
Language DTMF Menu



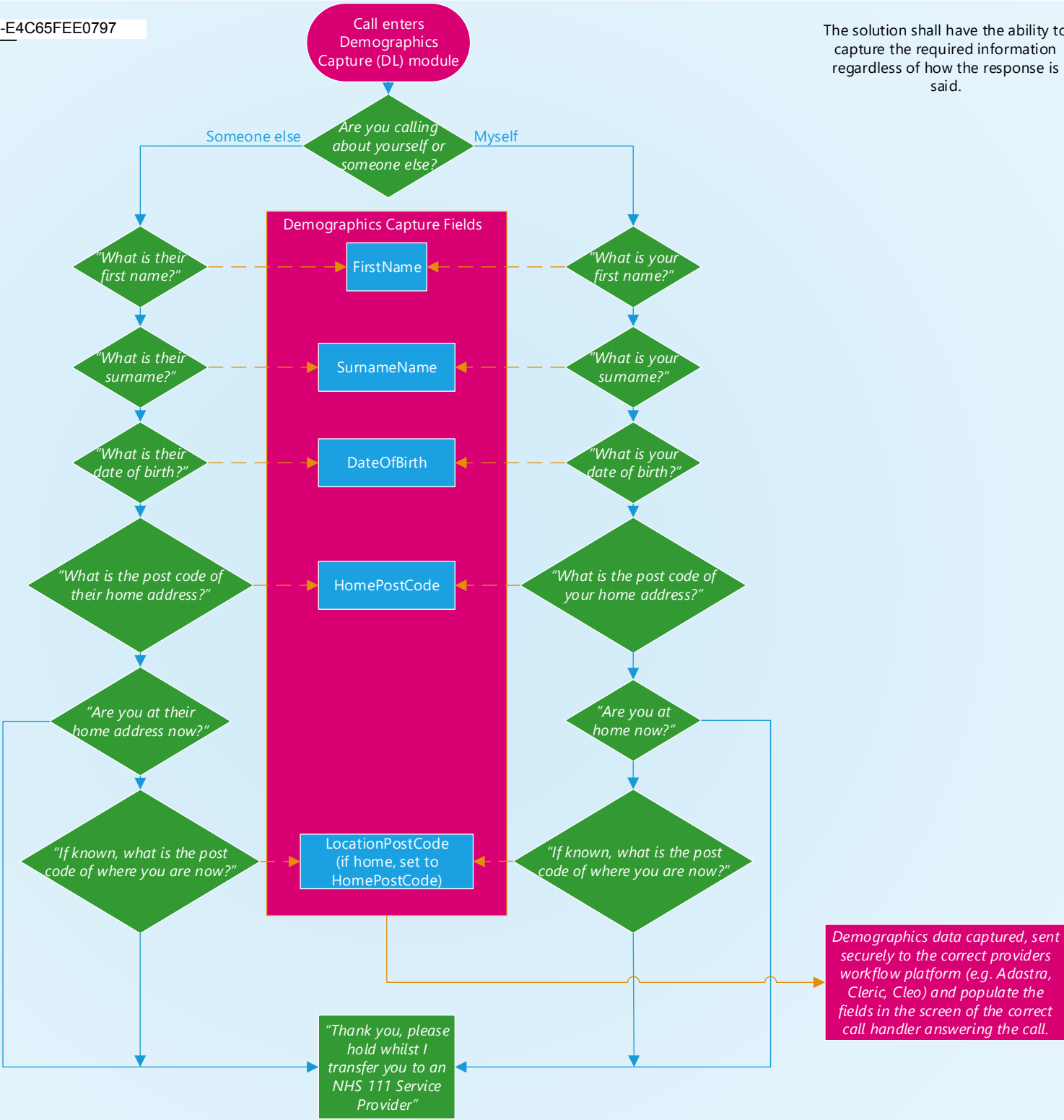
Testing DTMF Menu



Booking DTMF Menu

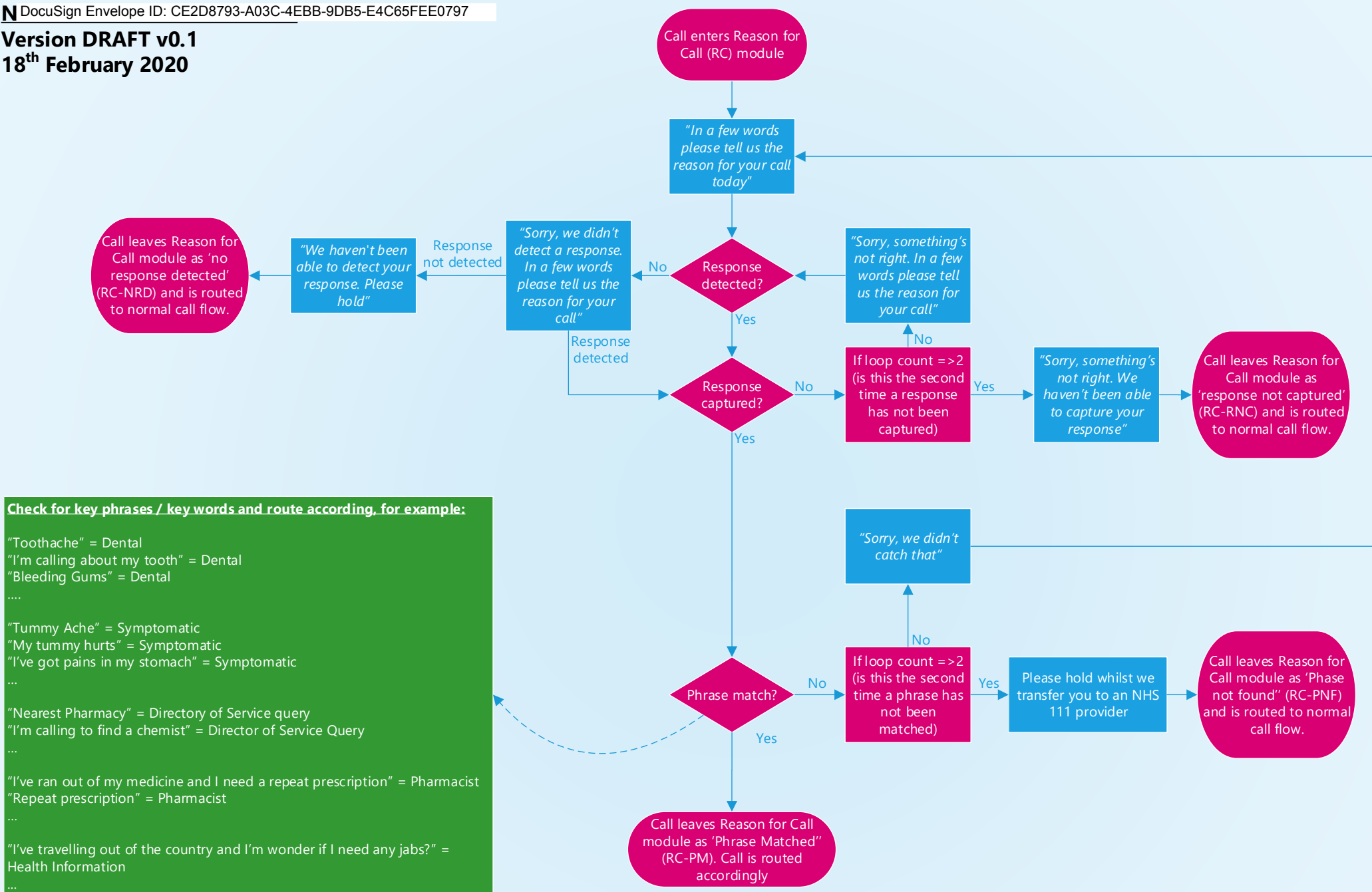


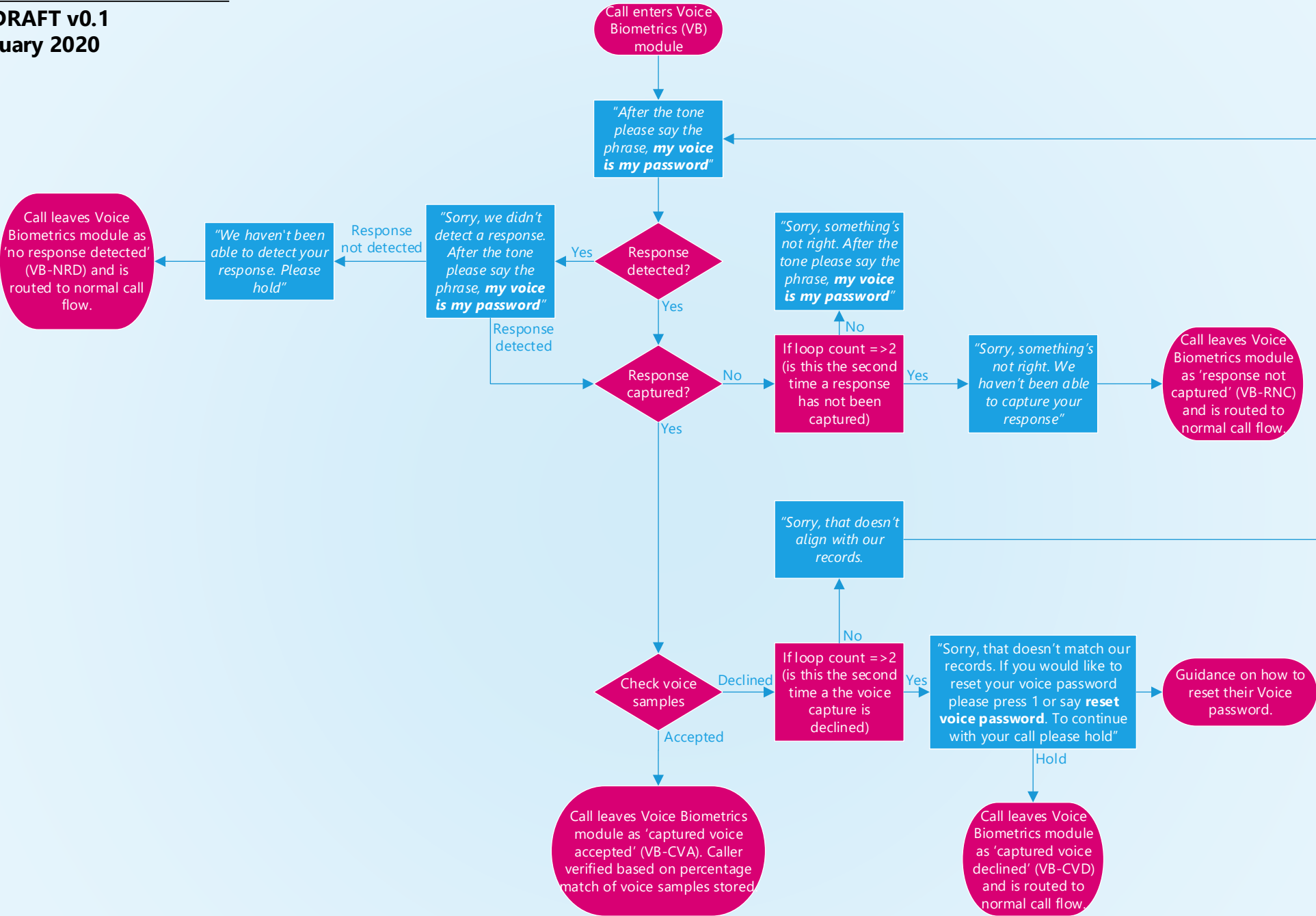
The solution shall have the ability to capture the required information regardless of how the response is said.



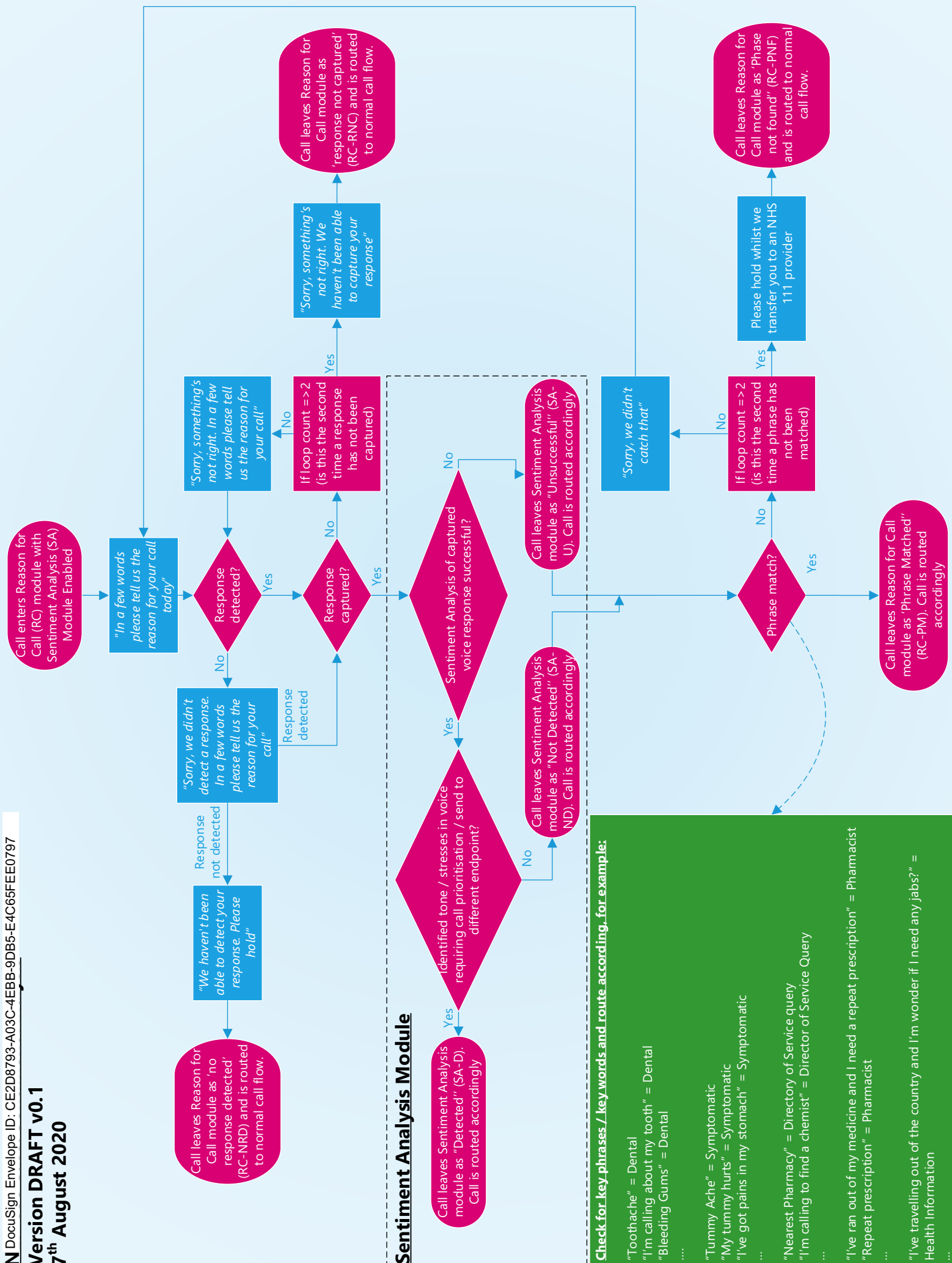


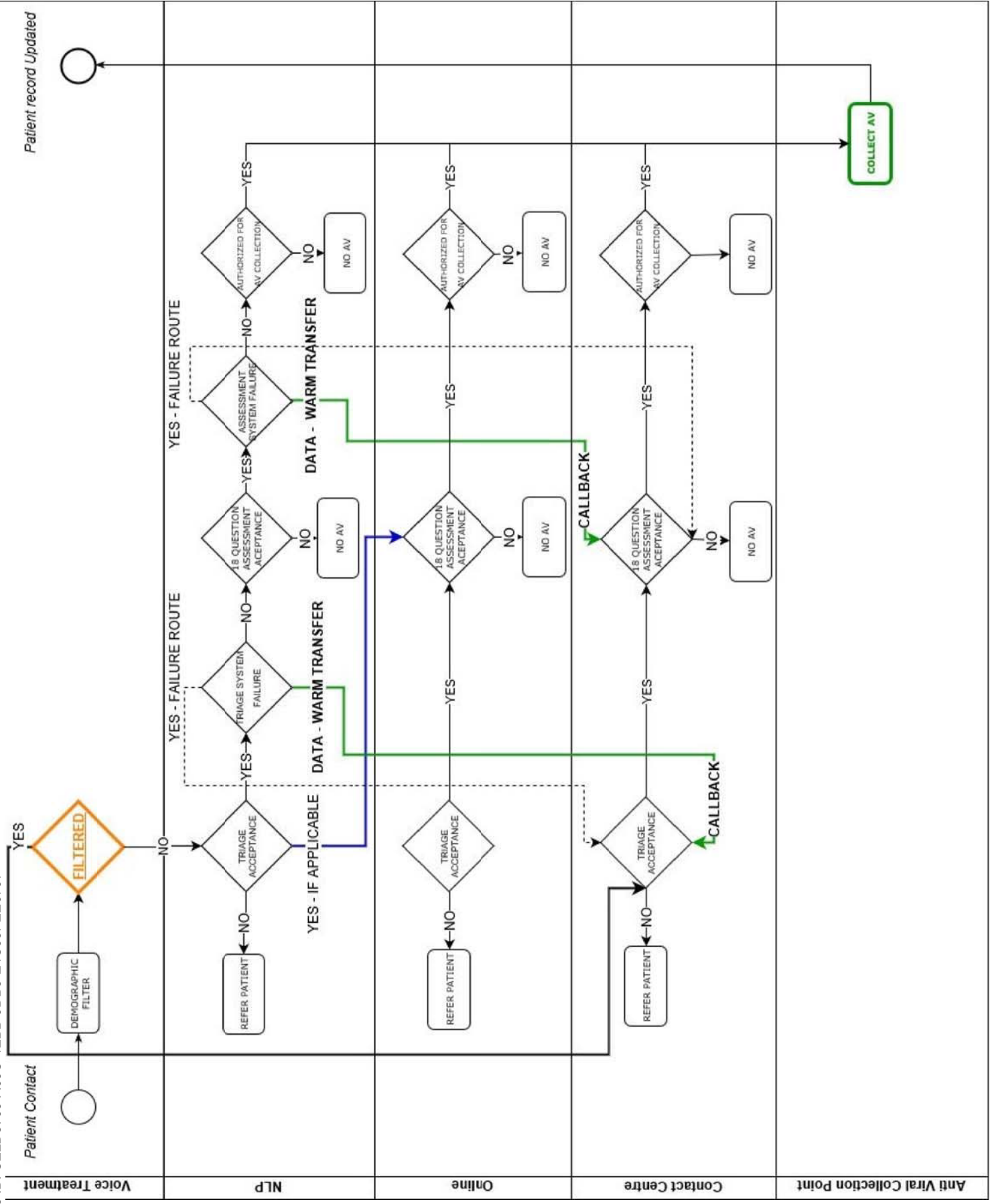
Version DRAFT v0.1  
18<sup>th</sup> February 2020

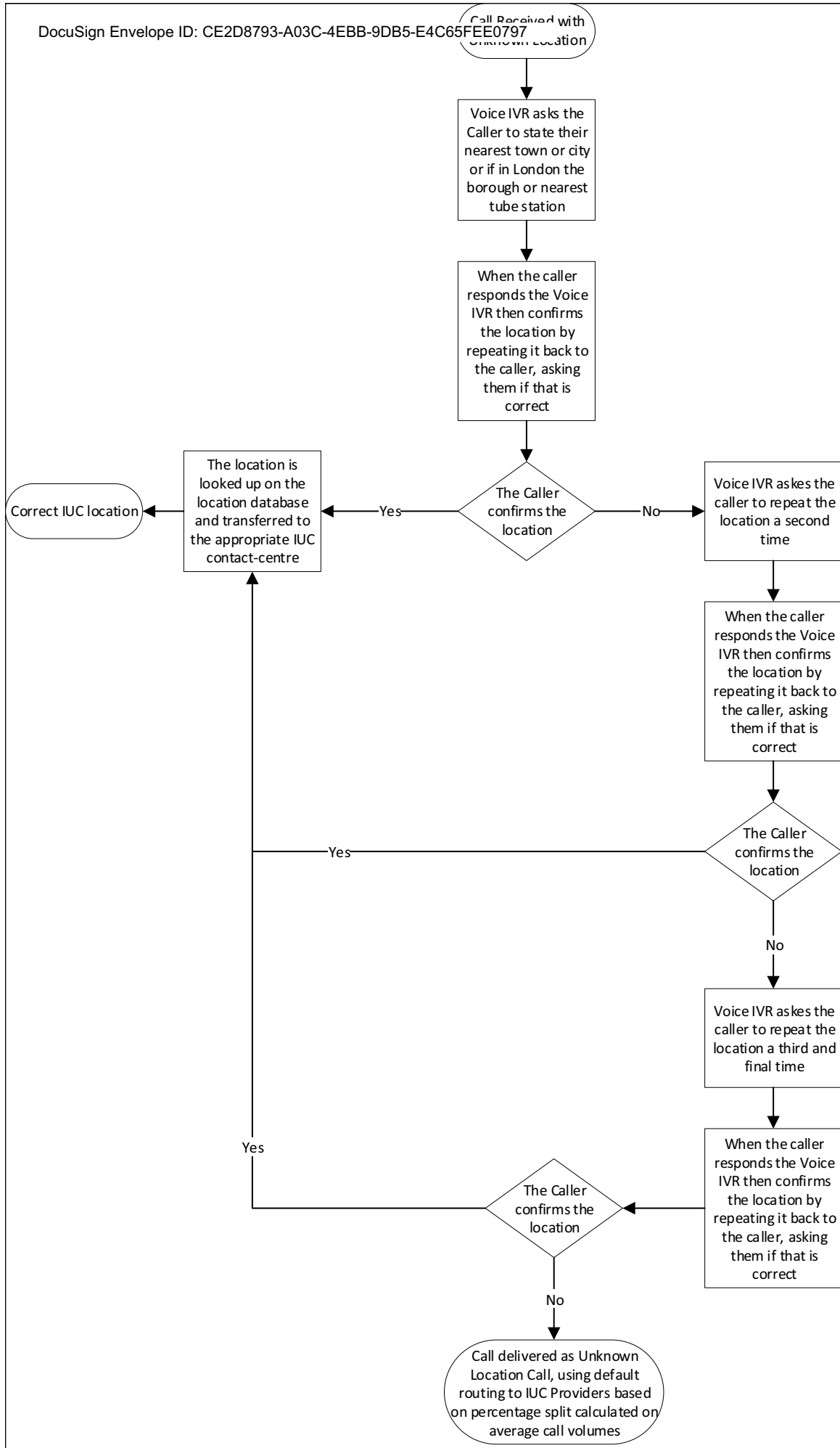
















# **Records Management Code of Practice 2021**

A guide to the management of health and care records

AUGUST 2021

CONTENTS

|                                                    |           |                                                                                      |
|----------------------------------------------------|-----------|--------------------------------------------------------------------------------------|
| Introduction                                       | 4         |                                                                                      |
| <b>Section 1: Scope of the Code</b>                | <b>8</b>  | <b>Section 4: Records Storage for operational use</b>                                |
| 1.1 Overview                                       | 8         | 4.1 Overview                                                                         |
| 1.2 What is a record?                              | 8         | 28                                                                                   |
| 1.3 Scope of records covered by the Code           | 8         | 4.2 Management and Storage of Paper Records                                          |
| 1.4 Type of records covered by the Code            | 10        | 28                                                                                   |
|                                                    |           | 4.3 Management and Storage of Digital Records                                        |
|                                                    |           | 28                                                                                   |
|                                                    |           | 4.4 Managing offsite records                                                         |
|                                                    |           | 32                                                                                   |
| <b>Section 2: Records Management Obligations</b>   | <b>12</b> | <b>Section 5: Management of records when the minimum retention period is reached</b> |
| 2.1 Overview                                       | 12        | 34                                                                                   |
| 2.2 Legal Obligations                              | 12        | 34                                                                                   |
| 2.3 Professional obligations                       | 14        | 36                                                                                   |
| 2.4 Management Responsibilities                    | 16        | 39                                                                                   |
| 2.5 Organisational Policy                          | 17        | 41                                                                                   |
| 2.6 Monitoring Records Management Performance      | 19        |                                                                                      |
|                                                    |           | <b>Appendix I: Public and Statutory Inquiries</b>                                    |
|                                                    |           | 46                                                                                   |
|                                                    |           | <b>Appendix II: Retention schedule</b>                                               |
|                                                    |           | 47                                                                                   |
|                                                    |           | <b>Appendix III: How to deal with specific types of records</b>                      |
|                                                    |           | 88                                                                                   |
| <b>Section 3: Organising Records</b>               | <b>20</b> | <b>Annex 1: Records at contract change</b>                                           |
| 3.1 Overview                                       | 20        | 116                                                                                  |
| 3.2 Designing a Records Keeping System             | 20        |                                                                                      |
| 3.3 Conducting a Data Protection Impact Assessment | 23        |                                                                                      |
| 3.4 Declaring a Record                             | 24        |                                                                                      |
| 3.5 Organising Records                             | 25        |                                                                                      |
| 3.6 Using metadata to organise and find records    | 26        |                                                                                      |
| 3.7 Applying Security Classifications              | 27        |                                                                                      |



# Introduction

The Records Management Code of Practice for Health and Social Care 2021 (from this point onwards referred to as the Code) is a guide for you to use in relation to the practice of managing records. It is relevant to organisations working within, or under contract to, the NHS in England. The Code also applies to adult social care and public health functions commissioned or delivered by local authorities.

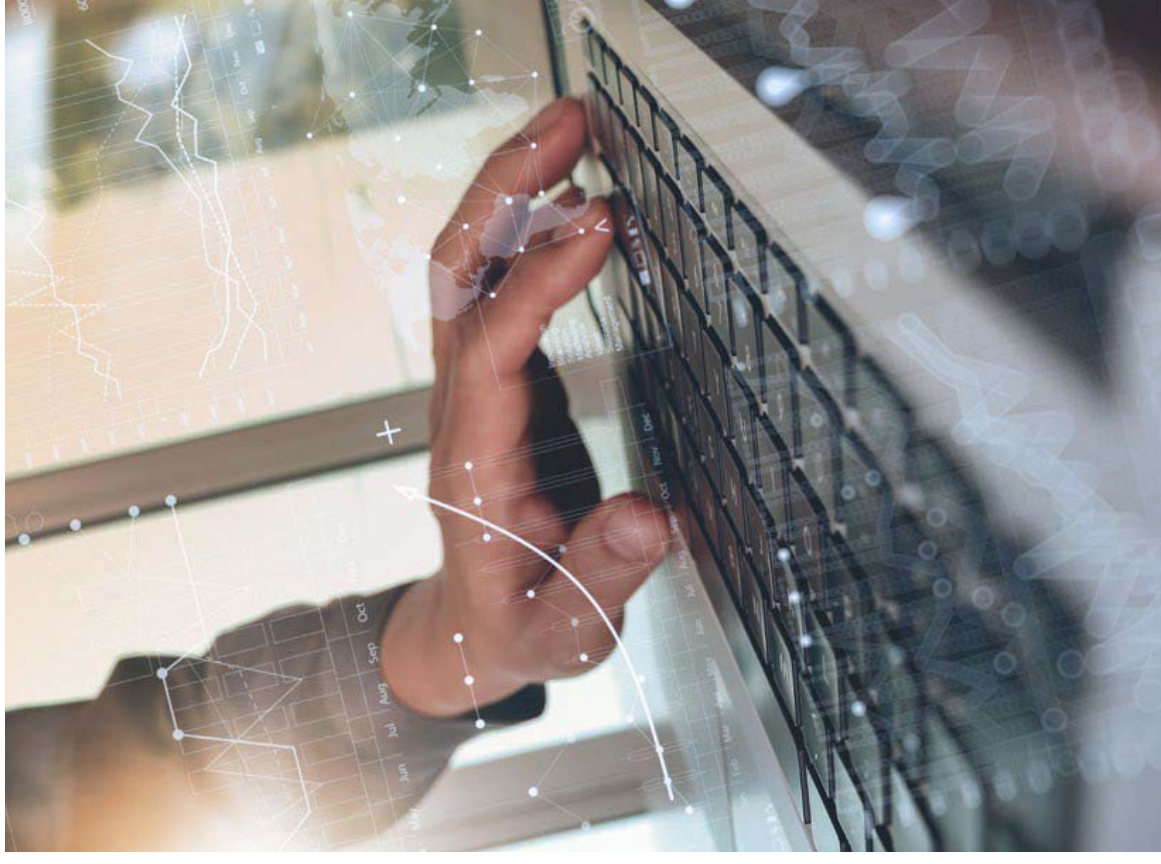
The Code provides a framework for consistent and effective records management based on established standards. It includes guidelines on topics such as legal, professional, organisational and individual responsibilities when managing records. It also advises on how to design and implement a records management system including advice on organising, storing, retaining and deleting records. It applies to all records regardless of the media they are held on. Wherever possible organisations should be moving away from paper towards digital records.

The Code is accompanied by a number of important appendices:

- **Appendix I:** information on public inquiries
- **Appendix II:** a retention schedule for different types of records
- **Appendix III:** detailed advice on managing different types and formats of records such as integrated care records and staff records.

All organisations and managers need to enable staff to conform to the standards in this Code. This includes identifying organisational changes or other requirements needed to meet the standards, for example, the people, money and correct tools required. Information Governance performance assessments, such as the [Data Security and Protection Toolkit](#) hosted by NHS Digital, and your own organisation management arrangements will help you identify any necessary changes to your current records management practices. Those who have responsibilities for monitoring overall performance, like NHS England and Improvement and the [Care Quality Commission](#) (CQC), help ensure effective management systems are in place. An example is by inspecting sites as part of their key lines of enquiry and statutory powers.

The guidelines in this Code draw on published guidance from The National Archives and best practice in the public and private sectors. It is informed by lessons learnt and it will help organisations to implement the recommendations of the [Mid Staffordshire NHS Foundation Trust Public Inquiry](#) relating to records management and transparency.



This Code must also be read in conjunction with the following:

- Professional Records Standards Body (PRSB) [structure and content of health and care records standards](#)
- Lord Chancellor's [Code of Practice](#) on the management of records issued under section 46 of the Freedom of Information Act 2000 (FOIA) - The National Archives has commenced work on revising this code and will issue an update in due course.

This 2021 revision was conducted by NHSX. It reflects feedback following a consultation which 50 organisations responded to including national stakeholders and local organisations. It is intended to be a light-touch review. The Code replaces previous guidance listed below:

- [Records Management: NHS Code of Practice: Parts 1 and 2: 2006, revised 2009 and 2016](#)
- [HSC 1999/053: For the Record - managing records in NHS Trusts and health authorities](#)
- [HSC 1998/217: Preservation, Retention and Destruction of GP General Medical Services Records Relating to Patients \(Replacement for FHSL \(94\) \(30\)\)](#)
- [HSC 1998/153: Using Electronic Patient Records in Hospitals: Legal Requirements and Good Practice](#)

Standards and practice covered by the Code will change over time so this document will be reviewed and updated as necessary. In particular, it should be noted that at the time of writing there are a number of on-going public inquiries including the Independent Inquiry into Historic Child Sex Abuse (IICSA) and Infected Blood Public Inquiry (IBI). This means that records must not be destroyed until guidance is issued by the inquiry. Future public inquiries may lead to specific records management requirements. Where that happens, the Inquiry will publish additional guidance on its website. NHS England and Improvement may also issue guidance to the health and care system relating to the inquiry.

It should also be noted that we are proposing to undertake a review into the retention time for de-registered GP records. De-registered refers to when a patient is no longer on the GP practice system. It does not refer to patients who are still registered at a GP practice but have not needed to receive care. If a patient has moved to another practice, the record would be sent to the new provider. However, if the reason for de-registration is unknown, the digital record is printed off and sent in paper form to NHS England and Improvement. We are proposing to review the retention time for de-registered GP records to ensure that the significant costs of retaining the records for 100 years are justified by the benefits they bring. We will look for example at how many records are recalled and what the reasons are.

# Scope of the Code

## 1.1 OVERVIEW

This section explains the legal definition of a record and the types of records in scope of the Code.

## 1.2 WHAT IS A RECORD?

There are a couple of definitions of a record, which are useful to highlight. The ISO standard [ISO 15489-1:2016](#) defines a record as:

*'Information created, received, and maintained as evidence and as an asset by an organisation or person, in pursuance of legal obligations or in the transaction of business.'*

[Section 205](#) of the Data Protection Act 2018 defines a health record as a record which:

- consists of data concerning health
- has been made by or on behalf of a health professional in connection with the diagnosis, care or treatment of the individual to whom the data relates.

## 1.3 SCOPE OF RECORDS COVERED BY THE CODE

The guidelines in this Code apply to NHS and adult social care records. This includes:

- records of patients treated by NHS organisations
- records of patients treated on behalf of the NHS in the private healthcare sector
- records of private patients treated on NHS premises
- records created by providers contracted to deliver NHS services (for example, GP services)
- adult service user records who receive social care support
- jointly held records
- records held as part of a Shared Care Records programme
- records held by local authorities such as public health records, contraceptive and sexual health service records
- staff records
- complaints records
- corporate records – administrative records relating to all functions of the organisation

The Code does not cover children's social care records. These are within the remit of the Department for Education.

Whilst not strictly covered by this guide, private providers can also use this Code for guidance in relation to their records management. The Private and Voluntary Health Care (England) Regulations 2001 provide a legal framework for private providers to manage their records.

There are a number of smaller health and care providers that this Code will apply to, for example, dental practices or independent care providers providing an element of NHS or nursing care. For some aspects of this Code, these small organisations should take a pragmatic approach to, for example, the application of security classifications.

## 1.4 TYPE OF RECORDS COVERED BY THE CODE

The guidelines apply regardless of the media on which the records are held. Usually these records will be on paper or digital. However, some specialties will include physical records, such as physical moulds made from plaster of Paris (refer to Appendix III).

Examples of records that should be managed using the guidelines in this Code include:

- health and care records
- registers - for example, birth, death, Accident and Emergency, theatre, minor operations
- administrative records, for example, personnel, estates, financial and accounting records, notes associated with complaint-handling
- x-ray and imaging reports, output and images
- secondary uses records (such as records that relate to uses beyond individual care), for example, records used for service management, planning, research



Examples of record formats that should be managed using the guidelines from this code:

- digital
- paper
- photographs, slides, and other images
- microform (microfiche or microfilm)
- physical records (records made of physical material such as plaster, gypsum and alginate moulds)
- audio and video tapes, cassettes, CD-ROM etc
- e-mails
- computerised records
- scanned records
- text messages (SMS) and social media (both outgoing from the NHS and incoming responses from the patient or service user) such as Twitter and Skype
- metadata added to, or automatically created by, digital systems when in use. Content can sometimes be of little value if it is not accompanied by relevant metadata
- websites and intranet sites that provide key information to patients or service users and staff

Appendix III provides further details about managing specific types of records, for example, complaints records.



# Records management obligations

## 2.1 OVERVIEW

All health and care employees are responsible for managing records appropriately. Records must be managed in accordance with the law. Health and care professionals also have professional responsibilities, for example, complying with the Caldicott Principles and records keeping standards set out by registrant bodies. Whilst every employee has individual responsibilities, each organisation should have a designated member of staff who leads on records management. Each organisation should also have a policy statement on records management which is made available to staff through induction and training. Organisations may be asked for evidence to demonstrate they operate a satisfactory records management regime.

## 2.2 LEGAL OBLIGATIONS

### Public Records Act 1958 and Local Government Act 1972

The [Public Records Act 1958](#) is the principal legislation relating to public records. Records of NHS organisations are public records in accordance with Schedule 1 of the Act. This means that employees are responsible for any records that they create or use in the course of their duties. This includes records controlled by NHS organisations under contractual or other joint arrangements, or as inherited legacy records of defunct NHS organisations. The Act applies regardless of the format of the records. The Secretary of State for Health and Social Care and all NHS organisations have a duty under the Act to make arrangements for the safekeeping and eventual disposal of all types of records. This is carried out under the overall guidance and supervision of the Keeper of Public Records who reports annually on this to the Secretary of State for Culture, Media and Sport who is accountable to parliament.

Public health and social care records, where a local authority is the provider (or the provider is contracted to provide services to a local authority), must be managed in accordance with the requirement to make proper arrangements under Section 224 of the [Local Government Act 1972](#). This states that proper arrangements must be in place with respect to any documents that belong to or are in the custody of the council or any of their officers.

Where health and social care records are created as a joint record or part of a system where local health and care organisations can see the records of other

local health and care organisations, then these records would be managed in line with the requirements of the Public Records Act 1958 where one or more of the bodies that created the joint record is a public record body.

The [NHS Standard Contract](#) notes a contractual requirement on organisations which are not bound by either the Public Records Act 1958 or the Local Government Act 1972 to manage the records they create. There are also statutory requirements affecting both private and voluntary care providers as set out in the [Private and Voluntary Health Care Regulations 2001](#).

### Freedom of Information Act 2000

The Freedom of Information Act (FOIA) governs access to and management of non-personal public records. The FOIA was designed to create transparency in government and allow any citizen to know about the provision of public services through the right to submit a request for information. This right is only as good as the ability of those organisations to supply information through good records management programmes. Records managers should adhere to the [code of practice on record keeping](#) issued by the Secretary of State for Culture, Media and Sport, under section 46 of the FOIA. The section 46 Code of Practice is used as a statutory statement of good practice by the regulator and the courts.

### UK GDPR and Data Protection Act 2018

The UK GDPR is the principal legislation governing how records, information and personal data are managed. It sets in law how personal and special categories of information may be processed. The Data Protection Act 2018 [principles](#) are also relevant to the management of records. Under the UK GDPR, organisations may be required to undertake Data Protection Impact Assessments (DPIA) as set out in Section 3 of this Records Management Code.

The UK GDPR also introduces a principle of accountability. The Information Commissioner's Office (ICO) [Accountability Framework](#) can support organisations with their obligations. Good records management will help organisations to demonstrate compliance with this principle.

### Health and Social Care Act 2008

Regulation 17 under the Health and Social Care Act 2008 requires that health and care providers must securely maintain accurate, complete and detailed records for patients or service users, employment of staff and overall management. The CQC are responsible for regulating this and have issued [guidance](#) on regulation 17. The CQC may have regard to the Code when assessing providers' compliance with this regulation.

## Other relevant legislation

Other legislation requires information to be held as proof of an activity against the eventuality of a claim. Examples of legislation include the [Limitation Act 1980](#) or the [Consumer Protection Act 1987](#). The Limitation Act sets out the length of time you can bring a legal case after an event and sets it at six years. This forms the basis for some of the retention periods set out in Appendix II.

## 2.3 PROFESSIONAL OBLIGATIONS

Staff who are registered to a Professional body, such as the General Medical Council (GMC), Nursing and Midwifery Council (NMC) or Social Work England will be required to adhere to record keeping standards defined by their registrant body. This is designed to guard against professional misconduct and to provide high quality care in line with the requirements of professional bodies.

The Academy of Medical Royal Colleges (AoMRC) [generic medical record keeping standards](#) were prepared for use in the NHS, primarily in acute settings but the standards are useful for all health and care settings. The AoMRC notes that a medical record, whether paper or digital, must adhere to certain record keeping standards. The Royal College of Nursing has produced [guidance on abbreviations and other short forms in patient or client records](#).

Further information about professional standards for records can be obtained from your relevant professional body. The main standard setting bodies in health and social care in England are:

- [Academy of Medical Royal Colleges](#)
- [British Medical Association](#)
- [General Medical Council](#)
- [Health and Care Professions Council](#)
- [Royal College of Midwives](#)
- [Royal College of General Practitioners](#)
- [Royal College of Nursing](#)
- [Royal College of Obstetricians & Gynaecologists](#)
- [Royal College of Pathologists](#)

- [Faculty of General Dental Practice](#)
- [Pharmaceutical Services Negotiating Committee](#)
- [Royal College of Physicians](#)
- [Social Work England](#)

There are also organisations that provide advice specifically to records managers and archivists. These are:

- [The Federation for Informatics Professionals](#)
- [The National Archives](#)
- [The Archives and Records Association](#)
- [The Institute of Health Records and Information Management](#)
- [Information and Records Management Society](#)

## Caldicott principles

The [Caldicott principles](#) outline eight areas that all health and social care staff are expected to adhere to in addition to the UK GDPR.



## 2.4 MANAGEMENT RESPONSIBILITIES

Records management should be recognised as a specific corporate responsibility within every organisation. It should provide a managerial focus for records of all types, in all formats throughout their lifecycle, from creation through to ultimate disposal. The records management function should have clear responsibilities and objectives and be adequately resourced to achieve them.

A designated member of staff of appropriate seniority, ideally with suitable records management qualifications, should have lead responsibility for records management within the organisation. This could be a care home manager or practice manager or in a larger organisation, a staff member reporting directly to a board member. This lead role should be formally acknowledged, included in relevant job descriptions and communicated throughout the organisation. It is essential that the manager(s) responsible for the records management function is directly accountable to or works in close association with the manager(s) responsible for other information governance work areas. When new IT projects or upgrades are introduced, the person responsible for Records Management should be closely involved.

As records management activities are undertaken throughout the organisation, mechanisms must be in place to enable the designated corporate lead to exercise an appropriate level of management of this activity, even where there is no direct reporting line. This might include cross-departmental records and information working groups or individual information and records champions or coordinators who may also be [information asset owners](#).

All staff, whether working with clinical or administrative records, must be appropriately trained so that they are competent to carry out their designated duties and fully aware of their personal responsibilities in respect of record keeping and records management. No patient or service users' records or systems should be handled or used until training has been completed. Training must include the use of electronic records systems. It should be done through generic and organisation-wide training programmes which can be department or context specific. Training should be complemented by organisational policies, procedures and guidance documentation.

## 2.5 ORGANISATIONAL POLICY

Each organisation must have an overall policy statement on how it manages all of its records. This may be a standalone policy or part of the overall suite of IG policies. The policy should include details of how the organisation will use the records it creates. For example, as well as records being used to plan and deliver care, they will also be used for service improvement and research.

This statement must be endorsed by the Operational Management Team, board (or equivalent) and made available to all staff at induction and through regular updates and training.

The policy statement should provide a mandate for the performance of all records and information management functions. In particular, it should set out an organisational commitment to create, keep, manage, and dispose of records and document its principal activities in this respect. The policy should also:

- outline the role of records management within the organisation and its relationship to the organisation's overall strategy
- define roles and responsibilities within the organisation in relation to records, including the responsibility of individuals to document their actions and decisions. An example is, who is responsible for the disposal of records
- assign responsibility for the arrangements for records appraisal, selection and transfer for the permanent preservation of records (as required by section 3 (1) of the Public Records Act 1958)
- provide a framework for supporting standards, procedures and guidelines and regulatory requirements (such as CQC and the NHS Digital hosted Data Security and Protection Toolkit)
- indicate the way in which compliance with the policy and its supporting standards, procedures and guidelines will be monitored and maintained
- provide the mandate for final disposal of all information by naming the committee or group that oversees the processes and procedures
- provide instruction on meeting the records management requirements of the FOIA and the UK GDPR

The policy statement should be reviewed at regular intervals (at least once every two years) and if appropriate should be amended to maintain its relevance. The policy is also an important component of the organisation's information governance arrangements and should be referenced in the organisation's IG policies or framework.

Organisations must also conduct an annual survey to understand the extent of their records management responsibilities and to help inform future work-plans. It will aid organisations to know:

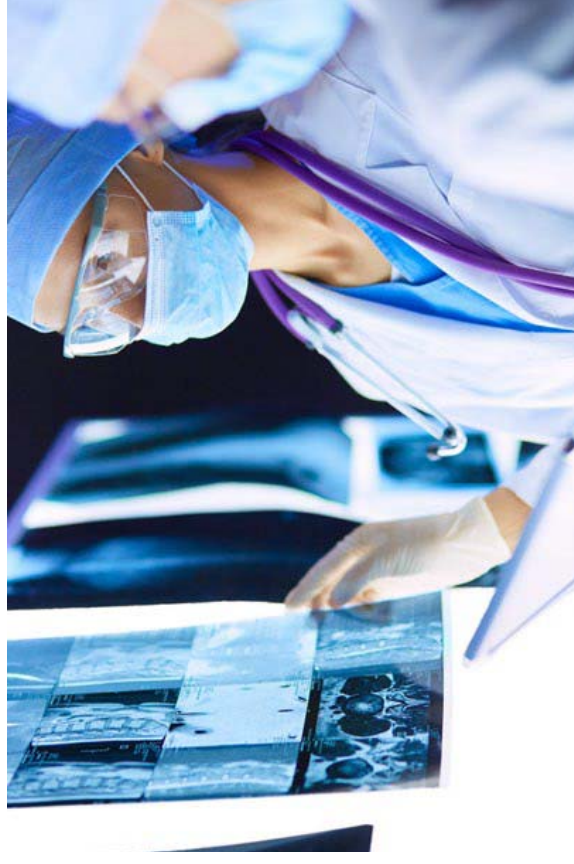
- what series of records it holds (and potential quantities)
- the format of its records
- the business area that created the record (and potential Information Asset Owner)
- disposal potential for the coming year

Information Asset Management systems may support this process. They can help identify where records are held and whether they are being held under the correct security conditions, and in the case of health and care records, remain confidential. The process can also be used as an opportunity for asset owners to identify how long their records need to be held. The process will identify business critical assets and ensure that there are adequate business continuity measures in place to assure access.

## 2.6 MONITORING RECORDS MANAGEMENT PERFORMANCE

Organisations may be asked for evidence to demonstrate they operate a satisfactory records management regime. There is a range of sanctions available if satisfactory arrangements are not in place. Sanctions vary in their severity for both organisations and the individual. They may include:

- formal warning
- professional de-registration – temporary suspension or permanent
- regulatory intervention – leading to conditions being imposed upon an organisation, or monetary penalty issued by the ICO





# Organising records

## 3.1 OVERVIEW

As set out in section two, each organisation must have a policy for managing records. This section describes how to design and implement a records management scheme, decide what a record is and arrange records. It includes information about the importance of metadata and security classifications.

## 3.2 DESIGNING A RECORDS KEEPING SYSTEM

A record keeping system should be implemented at organisational level and within departmental standard operating procedures as appropriate. The records lifecycle, or the information lifecycle, is a term that describes a controlled regime in which information is managed from the point that it is created to the point that it is either destroyed or permanently preserved as being of historical or research interest.

A records management system should cover each stage of the lifecycle:

- creation: create and log quality information
- using: use or handle
- retention: keep or maintain in line with NHS recommended retention schedule
- appraisal: determine whether records are worthy of archival preservation
- disposal: dispose appropriately according to policy

Designing and Implementing Record Keeping Systems (DIRKS) is a manual which led to the creation of [ISO 15489-1:2016 Information and documentation - Records Management](#). This standard, published by the International Organization for Standardization (ISO), focuses on the business principles behind records management and how organisations can establish a framework to enable a comprehensive records management programme. The standard is an eight-stage process and can be summarised as:

1. conduct preliminary investigation
2. analyse business activity
3. identify requirements for records
4. assess existing systems
5. identify strategies to satisfy requirement
6. design records system
7. implement records systems
8. conduct post implementation review

The standard also describes the characteristics of a record.

| Record characteristic | How to evidence                                                                                                                                                                                                                                          |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Authentic             | It is what it purports (claims) to be<br>To have been created or sent by the person purported to have created or sent it<br>To have been created or sent at the time purported                                                                           |
| Reliable              | Full and accurate record of the transaction or activity or fact<br>Created close to the time of transaction or activity<br>Created by individuals with direct knowledge of the facts or by instruments routinely involved in the transaction or activity |
| Integrity             | Complete and unaltered<br>Protected against unauthorised alteration<br>Alterations after creation can be identified as can the person making the changes                                                                                                 |
| Useable               | Located, retrieved, presented and interpreted<br>Context can be established through links to other records in the transaction or activity                                                                                                                |

These characteristics allow strategies, policies and procedures to be established that will enable records to be authentic, reliable, integral and usable throughout their lifecycle.

In terms of ensuring a record is reliable, where an organisation realises that inaccurate information is being held about its patient or service users, then it should take steps to rectify the situation and make records as accurate as they can. An example of what action might be taken can be found in the Institute of Health Records and Information Management (IHRIM) - [Good Practice Guidance 2020](#).

There are a series of other British and international standards that are used to produce record keeping systems. These all interrelate and work within the same guiding principles and where possible use the same terminology. They all rely upon defining roles and responsibilities, processes, measurement, evaluation, review and improvement.

### 3.3 CONDUCTING A DATA PROTECTION IMPACT ASSESSMENT

Under UK GDPR, organisations are required to conduct Data Protection Impact Assessments (DPIAs) where there is a new or change in use of personal data and a potentially high risk to privacy. A [DPIA template](#) can be found on the ICO website). Some uses require a mandatory DPIA (where processing is large scale or introduces new technologies. If you are looking to establish a new records management function, then it will be vitally important to complete a DPIA. This will highlight potential risks to privacy and data protection, allowing you to action, mitigate or eliminate that risk. This must be conducted prior to any processing being carried out.

When you are looking to amend a record's function, you should check with the person responsible for records management first, for example, your record manager or your data protection officer. DPIA completion in this circumstance will depend on the amendments you are looking to make. For example, if you intend to add three racking shelves for paper HR files to the existing twenty shelves you would probably not complete a DPIA. If you were looking to send your records offsite for scanning or destruction you must complete a DPIA, as this is a new process and the risk is greater.

### 3.4 DECLARING A RECORD

Within the record keeping system, there must be a method of deciding:

- what is a record
- what needs to be kept

This process is described as 'declaring a record'. A record can be declared at the point it is created or it can be declared at a later date. The process of declaring a record must be clear to staff. A declared record is then managed in a way that will fix it in an accessible format until it is appraised for further value or disposed of, according to retention policy that has been adopted. Some activities will be pre-defined as creating a record that needs to be kept, such as health and care records or the minutes and papers of board meetings. Other records will need to fulfil the criteria as being worth keeping, such as unique instances of a business document or email. Datasets may also be declared as records and managed accordingly.

Declared records can be held in the 'business as usual' systems or they can be moved into a protected area such as an Electronic Document and Records Management System (EDRMS) depending on the record keeping system in use. Organisations' teams should only hold the records they need to conduct business, locally.

Records and information relating to closed cases may be kept locally for a short period of time (such as a year). This is in case a patient or service user re-presents or is re-referred. After that time, they should be moved to long-term storage for the rest of their retention period. For digital records, a system may already be set up whereby records no longer required for current business are stored (such as a dedicated network drive or space on a drive). Records should be moved there keeping operational space free for current cases or work. This will also restrict unnecessary access to non-current personal or sensitive data. Your organisation's records management policy should cover what you need to do locally in this circumstance.

Key legislation, such as the UK GDPR or FOIA, applies to all recorded information of the types covered by these Acts, whether declared as a formal record or not. However, declaration makes it easier to manage information in accordance with the legislation and business needs. Requests for information made under this legislation are easier to find in a logical filing system. Accumulations of informally recorded information, which can be difficult to find, should therefore be minimised.

### 3.5 ORGANISING RECORDS

Record keeping systems must have a means of physically or digitally organising records. This is often referred to as a file plan or business classification scheme. In its most basic form, a business classification scheme is a list of activities (for example, finance or HR) arranged by business functions, however, it is often linked to an organisation's hierarchical structure.

Records should be arranged into a classification scheme, as required by ISO 15489 and the [Section 46 Code of Practice](#). At the simplest level, the business classification scheme can be anything from an arrangement of files and folders on a network to an EDRMS. The important element is that there is an organised naming convention, which is logical, and can be followed by all staff. The scheme can be designed in different ways. Classification schemes should try to classify by function first. Once a recommended functional classification has been selected, the scheme can be further refined to produce a classification tree based on function, activity and transaction, for example:

Function: corporate governance

Activity: board minutes and associated papers

Transaction: April 2018-March 2019

The transaction can then be assigned a rule (such as retention period), a security status or other action based on the organisational policy. The scheme will enable appropriate management controls to be applied and support more accurate retrieval of information from record systems.

3.6 USING METADATA TO ORGANISE AND FIND RECORDS

Metadata is ‘data about data’ or structured information about a resource. The Cabinet Office [e-Government Metadata Standard](#) states that:

*‘metadata makes it easier to manage or find information, be it in the form of webpages, electronic documents, paper files or databases and for metadata to be effective, it needs to be structured and consistent across organisations’*

The standard sets out 25 metadata elements, which are designed to form the basis for the description of all information. The standard lists four mandatory elements of metadata that must be present for any piece of information. A further three elements are mandatory if applicable and two more are recommended.

| Mandatory elements | Mandatory if applicable | Recommended |
|--------------------|-------------------------|-------------|
| Creator            | Accessibility           | Coverage    |
| Date               | Identifier              | Language    |
| Subject            | Publisher               |             |
| Title              |                         |             |

The following provides a practical example of the metadata standard being used to produce a label to be placed on the side of a box of paper records, which are ready to archive:

| Box label                        | Local interpretation     | Metadata standard |
|----------------------------------|--------------------------|-------------------|
| Tiverton Community NHS Trust     | Organisation name        | Creator           |
| Midwifery                        | Service name             | Creator           |
| Patient case records surname A-F | Description of record    | Subject or title  |
| 2000                             | Date/year of discharge   | Date              |
| 2025                             | Date/year of destruction | Date              |

Where there is sufficient metadata it can be possible to arrange records by their metadata alone, however, a business classification scheme would always be recommended. Records arranged by their metadata rather than into a classification scheme often lack ‘context’. This reduces the ability to produce an authentic record. Finding records arranged in this way is often reliant on a powerful search tool used to ‘mine’ the data or use a process called ‘digital archaeology’. This is not recommended because it is so time-consuming to determine authenticity, but it has been included in this Code as legacy record keeping systems may not have been organised logically.

3.7 APPLYING SECURITY CLASSIFICATIONS

The NHS has developed a protective marking scheme for the records it creates. It is based on the Cabinet Office [Government Security Classifications](#) defined protective marking scheme which is used by both central and local government. Under the NHS Protective Marking Scheme 2014, patient data is classed as ‘NHS Confidential’.

There is no expectation that a security classification must be applied or used by all health and care organisations. For example, it would be disproportionate for a small care home or dental practice to apply NHS or Government security classifications to a small cohort of records. Whereas a large NHS Trust may want to use the NHS classification scheme.

# Records storage for operational use

## 4.1 OVERVIEW

This section covers how to store records for operational use. It includes considerations relating to both paper and digital records including the challenge of ensuring digital records remain authentic and usable over time and the management of off-site storage. Further information about the management of specific formats of records (for example, cloud-based records and records created on personally owned computers and equipment) are in Appendix III.

## 4.2 MANAGEMENT AND STORAGE OF PAPER RECORDS

Wherever possible, organisations should be moving to digital records. The original paper record guarantees the authenticity of the record. However, it can make it hard to audit access to the record, depending on where this is stored, because paper records do not have automatic audit logs. Storage of paper records also will incur costs, whether in-house or offsite. This cost will only increase as the size of the holding or length of time they are stored, increases.

Where possible, paper records management processes should be as environmentally friendly as possible. This will help contribute towards the NHS target to reduce its carbon footprint and environmental impact. Examples include the shredding of paper records and the end product used for recycling purposes instead of burning records in industrial furnaces.

## 4.3 MANAGEMENT AND STORAGE OF DIGITAL RECORDS

Digital records offer many advantages over paper records. They can be accessed simultaneously by multiple users, take up less physical storage space and enable activities to be carried out more effectively, for example, through the use of search functions and digital tools.

Digital information must be stored in such a way that, throughout its lifecycle, it can be recovered in an accessible format in addition to providing information about those who have accessed the record.

The European Commission has produced an overarching standard in this area. (Further information is available on the [DLM forum foundation](#)). The authenticity of a record is dependent on a number of factors:

- sufficient metadata to allow it to remain reliable, integral and usable (refer to section 3)
- the structure of the record
- the business context
- links between other documents that form part of the transaction the record relates to

The management of digital records requires constant, continual effort, and should not be underestimated. Failure to properly maintain digital records can result in doubt being raised over the authenticity of the digital image. Examples include:

- a record with web links that do not work once they are converted to another format, loses integrity
- a record with attachments, such as hyperlinks or embedded documents that do not migrate to newer media, are not complete or integral
- an email message that is not stored with the other records related to the transaction, is not integral as there are no supporting records to give it context

Digital information presents a unique set of issues which must be considered and overcome to ensure that records remain:

- authentic
- reliable
- retain their integrity
- retain usability

Digital continuity refers to the process of maintaining digital information in such a way that the information will continue to be available as needed despite advances in digital technology and the advent of newer digital platforms. Digital preservation ensures that digital information of continuing value remains accessible and usable.



The amount of work required to maintain digital information as an authentic record must not be underestimated. For example, the information recorded on an electronic health record system may need to be accessible for decades (including an audit trail to show lawful access and maintain authenticity) to support continuity of care. Digital information must not be left unmanaged in the hope a file can be used in the future. The National Archives has produced a variety of technical and role-based [guidance](#) and useful checklists to support this management process.

As there are no digital records in existence today that are of such an age, it is difficult to even plan continued access in an authentic form over such a timeframe. For example:

- paper records can deteriorate over time - so can digital media as the magnetic binary code can de-magnetise in a process called 'bit rot' leading to unreadable or altered information, thus reducing its authenticity
- software upgrades can leave other applications unusable as they may no longer run on updated operating systems
- media used for storage may become obsolete or degrade, and the technology required to read them may not be commercially available
- file formats become obsolete over time as more efficient and advanced ones are developed

There are several strategies that can be adopted to ensure that digital information can be kept in an accessible form over time. Among the most common strategies adopted are:

- migration to the new systems (retaining existing formats - this is the preferred method)
- emulation (using software to simulate the original application)
- preservation of host system
- conversion to a standard file format (or a limited number of formats)

The Digital Preservation Coalition has produced a [handbook](#) that will help organisations understand some of the issues associated with retaining digital records for long periods of time.

The UK Government [National Cyber Security Centre](#) (NCSC) provides good practice guidelines on forensic readiness and defines it as:

*'the achievement of an appropriate level of capability by an organisation in order for it to be able to collect, preserve, protect and analyse digital evidence so that this evidence can be effectively used in any legal matters, in security investigations, in disciplinary matters, in an employment tribunal or in a court of law'.*

The NCSC notes that

*'it is important for each organisation to develop a forensic readiness of sufficient capability and that it is matched to its business need'.*

Forensic readiness involves:

- specification of a policy that lays down a consistent approach to digital records
- detailed planning against typical (and actual) case scenarios
- identification of (internal or external) resources that can be deployed as part of those plans
- identification of where and how the associated digital evidence can be gathered that will support case investigation
- a process of continuous improvement that learns from experience

In many organisations, forensic readiness is managed by information security or informatics staff, but records managers need to ensure that they input to policy development and feed in case scenarios as necessary.

Where possible, electronic records management processes should be as environmentally friendly as possible to help contribute towards the NHS target to reduce its carbon footprint and environmental impact. An example would be to replace outdated IT servers with up to date energy efficient systems, reducing the amount of energy required for the solution.

#### 4.4 MANAGING OFFSITE RECORDS

It is vital to highlight the importance of actively managing records stored offsite. This applies to both paper records and records stored in cloud-based solutions (refer to Appendix III for further information about cloud-based records). Managing off-site records effectively will ensure that:

- there is a full inventory of what is held offsite
- retention periods are applied to each record
- a disposal log is kept
- there is evidence of secure disposal of records and information

The National Archives has produced guidance to identify and support the requirements for [selecting and transferring paper records](#) and further guidance on identifying and specifying [requirements for offsite storage of physical records](#). It is a best practice benchmark for all organisations creating or holding public records and provides advice and guidance on the tracking of records at all stages of the information lifecycle up to disposal. The National Archives does not provide guidance on onsite storage of operational and live records. This should be determined by the local organisation in line with this Code.

When considering using offsite storage, organisations should consider the following:

- **Instruction:** The controller must provide clear instructions relating to all processing of offsite records including destruction of the records.
- **Access to site:** Access to the storage site should be possible to be able to exercise due diligence, and conduct site visits if necessary.
- **Retrieval:** Organisations will need to agree how their records will be retrieved and what timeframe they will be returned. An example would be to ensure that you can respond to subject access and FOI requests or retrieve them to dispose of when the minimum retention period has been reached.

You must conduct a DPIA if you are looking to start storing records offsite. This is because it will be a new process for handling potentially high volumes of personal data with increased risk. A DPIA must be completed:

- at the outset of entering an offsite storage contract
- if you have not completed one before on the service (even if it has been established for a number of years)
- if you change service provider
- if you change how you manage your contract or elements of it (for example, change from destruction by pulping to destruction by shredding)
- if you end the service by bringing it in-house

If offsite storage is currently operated by your organisation it may be worth conducting a DPIA to ensure current measures guard against risks to privacy. A DPIA is also evidence of due diligence, providing the outcomes are actioned.



# Management of records when the minimum retention period is reached

## 5.1 OVERVIEW

This section covers the management of records once their business need has ceased and the minimum retention period has been reached. A detailed retention schedule is set out in Appendix II. This section includes information on the destruction and deletion of records, reviewing records for continued retention once their minimum period for retention has expired, and the selection of records for permanent preservation. It also includes information and advice about the transfer of records to Place of Deposits (PoD). Appendix I relating to public inquiries should also be considered before destroying any records.

## 5.2 APPRAISAL

Appraisal is the process of deciding what to do with records once their business need has ceased and the minimum retention period has been reached. This can also be known as the disposition of records. The National Archives has produced [guidance on appraisal](#).

Appraisal must be defined in a policy and any decisions must be documented and linked to a mandate to act (derived from the board). Any changes to the status of records must also be reflected in your organisation's [Record of Processing Activity](#). In no circumstances should a record or series be automatically destroyed or deleted.

When appraising records that have come to the end of their minimum retention period, you should consider the following:

- **Ongoing use:** You might need to keep the record for longer than the minimum period for care, legal or audit reasons. In these cases, you can set an extension to the minimum period, provided it is justified and approved.
- **Classification of diseases (based on ICD10 code):** Some health conditions may lend themselves towards a longer, or extended, retention period.
- **Operational delivery:** The way a service was delivered may have been pioneering or innovative at the time, which may justify an extended retention period or long-term archival preservation.

- **The way care is delivered:** The records may be reflective of health or care policy at the time.
- **Series growth:** If the records are part of a series that will be added to (type of record rather than additional content into existing records), you need to consider space issues in your local records store or organisation archive. For example, continued expansion of a series that is hardly recalled would not justify an extension to the retention period.
- **Recall rates:** If a series of records is routinely accessed to retrieve records, then there may be justification for extending the retention period due to ongoing use. Whereas, for a series of records that has a very low recall rate, continued retention may be harder to justify.
- **Historical value:** If the record has potential historical or social value (for example, innovative new service or treatment or care delivery method), then consider retaining for longer. It would also be helpful to have early discussions with your local PoD about potential accession, even if the record has ceased to be of operational value or use. PoDs will not normally accession records before 20 years retention has passed, unless there are exceptional circumstances for early transfer. The PoD must agree to the transfer PRIOR to it occurring. If early discussion with the PoD indicates the record (or series) will not be accessioned, and you have no ongoing operational use for the record or series, then you must securely destroy the record, and obtain evidence of destruction (for example, destruction certificate).

- **Previous deposits:** The records you hold may be a continuation of a series that has historically been accessioned by a local PoD. It is important to find out what has historically been accessioned from your organisation to the PoD, so that a series of records remains complete. It is likely that records that add to an already accessioned series will continue to be taken by the PoD.

This list is not exhaustive, and organisations may have bespoke issues to consider as well.



Digital records can be appraised if they are:

- arranged in an organised filing system
- differentiated by the year of creation
- organised by year of closure
- clear about the subject of the record

If digital records have been organised in an effective file plan or an electronic record keeping system, this process will be made much easier. Decisions can then be applied to an entire class of records rather than reviewing each record in turn.

There will be one of three outcomes from appraisal:

- destroy or delete
- continued retention – this will require justification and documented reasons
- permanent preservation

All appraisal decisions need to be justified, follow policy or guidance, and be documented and approved by the relevant board, committee or group of the organisation.

### 5.3 DESTROYING AND DELETING RECORDS

If as a result of appraisal, a decision is made to destroy or delete a record, there must be evidence of the decision. It is good practice to get authorisation for destruction or deletion from an appointed committee or group with a designated function to appraise records, working to a policy or guidelines. Where the destruction or deletion process is new, or there is a change in the destruction process (such as a change of provider, or the method used), a DPIA must be completed and signed off by the organisation.

### Destruction of paper records

Paper records selected for destruction can be destroyed, subject to following [ISO 15489-1:2016](#). Destruction can be conducted in-house or under contract with an approved offsite company. If an offsite company is used, the health or care organisation, as the controller, is responsible for ensuring the provider chosen to carry out offsite destruction meets the necessary requirements and can evidence this. This evidence should be checked as part of due diligence (for example, if the provider says they have the ISO accreditation, then check with the [ISO](#)). Other diligence activities, such as a site visit to the contractor, should also be carried out. Destruction provider companies must provide a certification of destruction for the bulk destruction of records. This certification must be linked to a list of records, so organisations have clear evidence that particular records have been destroyed.

Records that do not contain personal data or confidential material can be destroyed in a less secure manner (such as confidential waste bins that do not provide certificates of destruction). If in doubt, material should be treated as confidential and evidentially destroyed. Do not use the domestic waste or put records on a rubbish tip to destroy identifiable, confidential material, because they remain accessible to anyone who finds them. The British Security Industry Association (BSIA) has provided a [guide](#) on information destruction.

### Destruction of digital records

Destruction implies a permanent action. For digital records 'deletion' may not meet the ISO 27001 [standard](#) as the information can or may be able to be recovered or reversed. Destruction of digital information is therefore more challenging. If an offsite company is used, the health and care organisation as the controller should check with the ISO whether the provider meets the necessary requirements, similar to the process for the destruction of paper records.

One element of records management is accounting for information, so any destruction of hardware, hard drives or storage media must be auditable in respect of the information they hold. An electronic records management system will retain a metadata stub which will show what has been destroyed.

The ICO guidance [Deleting personal data](#) sets out that if information is deleted from a live environment and cannot be readily accessed, then this will suffice to remove information for the purposes of UK GDPR. Their advice is to only procure systems that will allow permanent deletion of records to allow compliance with the law.

Electronic systems will vary in their functionality. They may have the ability to permanently delete records from the system or not. Where a record that has reached its retention period and has been approved for destruction, then the record should be deleted if the system allows that function. A separate record should be kept of what record has been deleted.

If a system doesn't allow permanent deletion, then all reasonable efforts must be made to remove the record from normal daily use. It should be marked in such a way that anyone accessing the record can recognise it as a dormant or archived record. All activity in electronic systems must be auditable, and (where appropriate) local policies and procedures should cover archived digital records.

In relation to FOIA, the ICO guidance [Determining whether information is held](#) advises that once the appropriate limit for costs incurred for that FOI has been reached, there are no more requirements to recover information held. The only exemption to this would be where the organisation is instructed by a court order.

The following are examples of when information cannot be destroyed or disposed of:

- if it is subject to a form of access request, for example, Subject Access Request (SAR), FOIA request
- if it is required for notified legal proceedings, for example, a court order, or where there is reasonable prospect of legal proceedings commencing (an impending court case). This information will possibly be required for the exercising or defending of a legal right or claim
- if it is required for a coroner's inquest
- if it is of interest to a public inquiry, for example, who will issue guidance to organisations on what kind of records they may require as part of the inquiry. Once notified, organisations can re-commence disposal, taking into account what records are required by the inquiry. If in doubt, check with the Inquiry Team.

## 5.4 CONTINUED RETENTION

The retention periods given in Appendix II are the minimum periods for which records must be retained for health and care purposes. In most cases, it will be appropriate to dispose of records once this period has expired, unless the records have been selected for permanent preservation.

Organisations must have procedures and policies for any instances where it is necessary to maintain specifically identified individual records, or group of records (clinical or otherwise) for longer than the stated minimum, including:

- temporary retention
- public inquiries
- ongoing access request, for example, where the ongoing processing of an access request cuts over the minimum retention period. It would not be acceptable to dispose of a record that is part way through being processed for an access request because the minimum retention period has been reached.
- where there is a continued business need beyond the minimum retention period, and this is documented in local policy

There will be occasions where care specialties will create digital records that have different retention periods. For example, a radiology scan might need to be kept for the minimum of 8 years, and then destroyed as the record is no longer required. Yet a different image for a similar case may need to be kept for longer due to the nature of that particular case. In these situations, organisations can apply different retention times and this should be picked up at the review stage once the 8 years has expired.

Where records contain personal data, the decision to retain must comply with UK GDPR. Decisions for continued retention beyond the periods laid out in this Code must be recorded, made in accordance with formal policies and procedures by authorised staff and set a specific period for further review.

Generally, where there is justification, records may be retained locally from the minimum period set in this Code, for up to 20 years from the last date at which content was added.

### NHS individual staff and patient records

For NHS individual staff and patient records that have a recommended retention period beyond 20 years (for example, maternity records), these can be retained for longer as specified in Appendix II, in this case for 25 years. The Secretary of State for Digital, Culture, Media and Sport has approved the retention of NHS individual staff and patient records up to 20 years where this is necessary for continued NHS operational use. This may be reflected in an extended retention period beyond 20 years being mandated by the Code (such as with the maternity records). Where organisations use this provision locally to retain records for longer than 20 years, this must be documented in published policies.

It must be remembered that in some cases of health and social care, there may be gaps between episodes of care. If a patient or service user begins a new episode of care whilst their previous record is still within agreed retention periods, then these episodes of care will link, and the retention period will begin again at the end of the current episode. This may mean that some or all of the information from the previous episode will go over a 20-year retention mark, but this is acceptable as it links to a more recent care episode.

### Other types of records

For records that are not staff or patient records, for example, board minutes or records relating to buildings, a different arrangement is in place. Where an organisation needs to keep any other type of record beyond 20 years, then approval must be sought separately from the Secretary of State for Digital, Culture, Media and Sport.

This is the case even where the recommended retention period is longer in the Code. The Code does not recommend a minimum retention period beyond 20 years for the majority of these types of records. However asbestos, radiation and some building records have longer retention periods due to current legislation at the time of writing. We are progressing an application to the Advisory Council for these three types of records. Organisations should retain them for the retention period set out in the Code at this time. We will update the Code with the outcome of that application in autumn 2021.

Organisations should always check current legislation. Any [applications for approval](#) should be made to The National Archives in the first instance ([asd@nationalarchives.gov.uk](mailto:asd@nationalarchives.gov.uk)).

Examples of the application of Secretary of State (SoS) retention approval

1. A trust wishes to check the retention period for cancer/oncology records. The Code states 30 years so the records are retained for 20 years without the need to apply the SoS approval. The last 10 years would be covered by SoS approval as they relate to individual patients, providing the trust has an ongoing need and justification for continued storage.
2. A trust wishes to retain patient records for 16 years due to developments in the treatment of infectious diseases (where a patient is cared for in an isolation ward). The Code recommends eight years before disposal. The trust can make a local decision to retain the records for 16 years. This does not need SoS approval because the period is under 20 years. The decision is documented in the trust's published policy. The trust notes that retention beyond 20 years for these records would utilise the SoS retention approval, subject to ongoing business need and justification of the proposed extended retention period.

### 5.5 RECORDS FOR PERMANENT PRESERVATION

The Public Records Act 1958 requires organisations to select records for permanent preservation. Selection for transfer under this Act is separate to the operational review of records to support current service provision. It is designed to ensure the permanent preservation of a small core (typically 2-5%) of key records, which will:

- enable the public to understand the working of the organisation and its impact on the population it serves
- preserve information and evidence likely to have long-term research or archival value

Records for preservation must be selected in accordance with the guidance contained in this Code. Any supplementary guidance issued by The National Archives and local guidance from the relevant PoD should always be consulted in advance of any possible accession. This is to ensure it is appropriate to transfer the records selected. As a rule, national organisations, such as NHS England, will accession their records to The National Archives, and local NHS and social care

organisations will accession their records to the local PoD, as appointed by the Secretary of State for Culture, Media and Sport.

Selection may take place at any time in advance of transfer. However, the selection and transfer must take place at or before records are 20 years old. Records may be selected as a class (for example, all board minutes) or at lower levels down to individual files or items.

Records can be categorised as follows:

- transfer to PoD - this class of records should normally transfer in its entirety to the PoD – trivial or duplicate items can be removed prior to transfer
- consider transfer to PoD - all, some or none of this class may be selected (as agreed with the PoD)
- no PoD interest

Other records should not normally be selected for transfer. Whilst there may be occasions where records to support research are transferred (for example, to support research into rare conditions), records should not be transferred just because they relate to research or with the sole purpose of preservation in case they could be used for future research. The Public Records Act 1958 is not designed to support the routine archival of research records. Records should not be transferred unless they specifically meet the criteria below. If in doubt, it is recommended to check with the local PoD.

Where it is known that particular records will be transferred to PoDs routinely, this should be noted in the records management policy (or equivalent) alongside the reason for the routine transfer. Likewise, one-off transfers should also be noted for reference. It is not practical to update local policies each time a transfer is made. If a particular type becomes a regular transfer, this could be added to the next update of the records management policy. It may be sufficient to publish a link to the PoD's public catalogue or The National Archives [Discovery Catalogue](#) to which data for transferred records is added annually. Where it is known a record will form part of the public record at creation, it must be preserved locally until such time it can be transferred. PoDs will know which types of records they will always take (such as board minutes). The National Archives is working on providing guidance on which record will always be transferred and those that might be of local interest.

The Tavistock and Portman NHS Foundation Trust has a policy for the selection of material for permanent preservation: a method for selecting the works of

eminent clinicians' work and a panel for selecting historical records. Where a clinician has amassed a lifetime of research or important cases these may be identified and retained.

### Patient or service user records for permanent preservation

Records of individual persons may also be selected and transferred to the PoD provided this is necessary and proportionate in relation to the broadly historical purposes of the Public Records Act 1958 and PoD agreement. For example, individual patient files relating to a hospital that is now closed and the files are coming to the end of their retention. In West Yorkshire, a hospital, which opened in 1919, closed in 1995 and in 2011 patient files were still being transferred to the local PoD to finish the series. All patient records for the hospital are now at the PoD.

Patient or service user confidentiality will normally prevent use for many decades after transfer and the physical resource will be substantial (for example, x number of archive boxes) therefore the transfer of patient or service users records should only be considered where one or more of the factors listed below apply:

- the organisation has an unusually long or complete run of records of a given type
- the records relate to population or environmental factors peculiar to the locality
- the records are likely to support research into rare or long-term conditions
- the records relate to an event or issue of significant local or national importance
- the records relate to the development of new or unusual treatments or approaches to care, or the organisation is recognised as a national or international leader in the field of medicine or care concerned
- the records throw particular light on the functioning, or failure, of the organisation, or the NHS or social care in general
- the records relate to a significant piece of published research

Any policy to select patient or service user records should only be agreed after consultation with appropriate clinicians, the group or committee responsible for records management and (if necessary), the Caldicott Guardian. This decision, and the reasoning behind the decision, should be published in the minutes



of the meeting at which this decision is taken. Routine transfers of patient or service user records to a PoD can be included in the records management policy of the organisation or its equivalent.

Any records selected should normally be retained within the NHS or social care (under the terms of Retention Instrument 122) until the patient or service user is deceased, or reasonably assumed to be so and then can subsequently be transferred. Records no longer required for current service provision may be temporarily retained pending transfer to a PoD. Records containing sensitive or confidential information should not normally be transferred early, unless in agreement with the PoD. If a patient or service user expresses a wish that they do not want their health or care record transferred to a PoD, this must be respected unless the transfer is required by law.

### Transfers of records to the Place of Deposit

Records selected for permanent preservation should be transferred to the relevant PoD appointed by the Secretary of State for Digital, Culture, Media and Sport. PoDs are usually public archive services provided by the relevant local authority. Current contact details of PoDs and the organisations which should transfer to them can be found on [The National Archives website](#). As a general rule, national public sector organisations will deposit with The National Archives, while local organisations will deposit with a local PoD. For example, NHS England will deposit with The National Archives, whereas a local NHS body or local authority will deposit with the local PoD. This could be the county record office, or a specialised facility run by local authorities for the county.

There will be a mandatory requirement to transfer some types of records whereas others will be subject to local agreement. The retention schedule included with this Code identifies records which should be transferred to the locally approved PoD when business use has ceased. There may also be records of local interest which need to be accessioned to the PoD (such as a continuation of a series already accessioned). Prior to any transfer being made, a discussion must be had with the local PoD to enable agreement on which records will be transferred and the process for doing so. (Also refer to Appendix I, which provides information about public inquiries that may impact upon the selection of records for transfer).

Transferred records should be in good condition and appropriately packed, listed and reviewed for any FOIA exemptions. Records selected for transfer to a PoD (after appraisal) may continue to be exempt from public access for a specified period after transfer in accordance with Section 66 of FOIA. For more detail on the transfer process and sensitivity review refer to [The National Archives guidance](#).

### Requests to access records held in the Place of Deposit (PoD)

Once transferred to the PoD, records will still be owned by the organisation transferring them and all relevant laws will apply. Individual records deposited with PoDs are still protected by the UK GDPR, FOIA and duty of confidentiality. Where records are kept for permanent preservation for reasons other than care, consideration should be given to preserving the records in an anonymised way to protect confidentiality. Where this is not possible, then consider removing as many identifiers as possible. If you are looking to preserve a record because the treatment provided was innovative or highlights new ways of working, then the identity of the patient is not required. For individual care, it would be required, as the record may need to be retrieved.

Where a [local PoD](#) holds records and access is requested, the PoD will liaise with the depositing organisation before releasing any information (including any checks for SARs required by UK GDPR and any exemptions under FOIA). This allows for a check for any harmful information that may be in the record or if there are other grounds on which to withhold the record. Where a public interest test is required, the transferring organisation must carry this out and inform the PoD of the result. The depositing organisation must make a decision on what information to release and where information is withheld, explain the reason why (except in exceptional circumstances, for example, a court order to the PoD).

Unless there are exceptional circumstances, PoDs will not normally continue to apply FOI exemptions to records more than 100 years old.

Where a patient or service user has died the UK GDPR no longer applies but [FOIA](#) applies regardless as to whether the individual is alive or not. The Section 41 (confidence) exemption of FOIA and the duty of confidence remain relevant so records cannot be accessed by anyone who does not have a lawful basis to view a record. FOIA decisions indicate that, in general, health and social care information will remain confidential after death.

The duty of confidence does diminish over time, but it is recommended that at least 10 years should have passed after a person's death before reviewing the consequences of relaxing disclosure controls on information about a person previously regarded as confidential. This review should consider the potential harm or distress to surviving family members of disclosing information that might be regarded as particularly sensitive or likely to attract publicity, and the risks that the disclosure might undermine public trust in the health and care system. When a person is deceased, [the Access to Health Records Act 1990](#) may enable access to the health record for a limited purpose by specified individuals (such as those with a claim arising out of the death of the person).

## Appendix I: Public and Statutory Inquiries

Records form an important part of the evidence in inquiries. Inquiries take into account a huge range of records and what is required can vary by inquiry. When an inquiry is conducted, the Inquiry Team will issue detailed guidance setting out what types of records they are interested in. If you have any records that an inquiry requests, you must produce them or explain why you cannot produce them.

Before any records relating to inquiries are destroyed, you must check with the Inquiries Team that they are no longer required. If you are in doubt regarding records that may or may not be of use for an inquiry, you must retain them until there is clear instruction from the inquiry.

Before considering the selection of records for permanent preservation under the Public Records Act 1958 (refer to section 5), you should discuss any inquiries with the relevant PoD to take account of exceptional local circumstances and defunct record types not listed here.

At the time of writing there are two independent inquiries which have requested that large parts of the health and social care sector do not destroy any records that are, or may fall into the remit of the Inquiry:

- [The Independent Inquiry into Child Sexual Abuse](#) (IICSA) - this is due to finish in 2022. Records that should not be destroyed include children's records and any instances of allegations or investigations or any records of an institution where abuse has or may have occurred
- [The Infected Blood Inquiry](#) - further information about the records required can be found on their website

The Government has also committed to holding a public inquiry into its response to the coronavirus pandemic that began in March 2020. No details of what records will be required are known at this stage, but it is likely to require records relating to policy and decision making as a minimum.

## Appendix II: Retention schedule

This Appendix sets out the retention period for different types of records relating to health and care. Where indicated, Appendix III should also be referred to. This sets out further detail relating to the management of specific types and formats of records.

**The following information is important to ensure the retention schedule is used correctly.**

The retention periods listed in this retention schedule must always be considered the **minimum period**. With justification, a retention period can be extended for the majority of cases, up to 20 years (refer to section five of the Code). For more information, refer to R v Northumberland County Council and the Information Commissioner (23 July 2015). This provides assurance that it is legitimate to vary common practice or guidance where a well-reasoned case for doing so is made.

Retention periods begin when the record ceases to be operational. This is usually at the point of discharge from care when the record is no longer required for current on-going business, or the patient or service user has died. There are some exceptions to this rule, whereby the retention begins from the date the record is created (for corporate records, such as policies; the retention may start from the date of publication). These are marked with an asterisk (\*) in the schedule and may also contain further information in the notes for that entry.

If a record comes back into use during its retention period, then the retention period will reset and begin again from the end of the second period of use. This may mean that records will look as if they are being kept for longer than the retention times stated here, or even maximum periods as suggested by [law](#), but this is acceptable where retention periods reset due to use (refer to section five of the Code).

The actions following review as set out in the schedule are as follows:

- **Review and destroy if no longer required:** Destroy refers to the confidential and secure destruction of the record with proof of destruction. These will be records with no archival value and there is no longer an ongoing business need to retain them for longer.
- **Review and dispose of if no longer required:** 'Dispose of' refers to the secure destruction of a record OR the transfer to the appointed PoD for permanent preservation. A certificate of transfer will be provided as proof of transfer (and can act as evidence of disposal). Refer to section five of the Code for further information about permanent preservation.

- **Review and consider transfer to PoD:** This refers to records that are more likely to be transferred to the PoD, subject to their discussion and agreement about potential accession. Not all records considered for accession will be taken by the PoD. If the record has been offered and declined to be taken, and it has no further retention value, then it must be securely destroyed. Where you have potentially a new series of records for the PoD, you must discuss accessioning them before any action is taken.
- **Review and transfer to PoD:** This refers to records that should be transferred to the PoD such as trust board minutes and final annual financial report - local agreement will already be in place to accession these.

It is very important that any health and care records are reviewed before they are destroyed. This review should take into account:

- serious incidents which will require records to be retained for up to 20 years as set out in the schedule
- use of the record during the retention period which could extend its retention
- potential for long-term archival preservation - this may particularly be the case where the records relate to rare conditions such as Creutzfeldt-Jakob Disease records or innovative treatments, for example, new cancer treatments

If setting a retention period not covered by this Code, there are a number of factors to consider including:

- **Legal or regulatory obligations:** There may be a specific legal or regulatory reason to keep a record, which may also provide guidance on how long that record needs to be kept to meet that obligation.
- **Purpose of the record:** The reasons you have created the record may also help define how long you need to keep them for. A record created for medico-legal reasons may need to be for a long period of time, whereas a record created for a specific event that has no post-event actions will attract a short retention period.
- **Number of records:** The number of records in a series can help you set a retention period. It is worth noting that the number of records is not directly proportionate to a longer retention period (for example, the more records created, then the longer they must be kept). It should also be noted that the number of records is also not indicative of historical value. Due

- to its type, one record may have historical value, where a series of 200+ records might not.
- **Service delivery:** The uniqueness or niche way a service is delivered may lend itself to a longer retention period. PoDs can be interested in taking records relating to services that were delivered in a unique way.
  - **Call or recall of records:** If a record or series has a low recall rate, it could be indicative of a shorter retention period. Likewise records that are continually in use may require a longer retention period.

The above list is not exhaustive.

CARE RECORDS

| Record Type                                                                                                                                                                                          | Retention Period | Disposal Action                          | Notes                                                                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Adult health records not covered by any other section in this schedule (includes medical illustration records such as x-rays and scans as well as video and other formats. Also includes care plans) | 8 years          | Review and consider transfer to PoD      | Records involving pioneering or innovative treatment may have archival value, and their long term preservation should be discussed with the local PoD or The National Archives.<br><br>Also refer to Appendix III: ambulance service records. |
| Adult social care records (including care plans)                                                                                                                                                     | 8 years          | Review and destroy if no longer required |                                                                                                                                                                                                                                               |

| Record Type                                                                                                                                          | Retention Period                                    | Disposal Action                           | Notes                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Children's records (including midwifery, health visiting and school nursing) - can include medical illustrations, as well as video and audio formats | Up to 25 <sup>th</sup> or 26 <sup>th</sup> birthday | Review and destroy if no longer required  | Retain until 25 <sup>th</sup> birthday, or 26 <sup>th</sup> if the patient was 17 when treatment ended.                      |
| Clinical records that pre-date the NHS (July 1948)                                                                                                   |                                                     | Review and transfer to PoD                | Contact your local PoD to arrange review and transfer. Records not selected by the PoD must be securely destroyed.           |
| Dental records - clinical care records                                                                                                               | 15 years                                            | Review, and destroy if no longer required | Based on Limitations Act 1980. This applies to all dental care settings and the BSA. This also includes FP17 or FP17O forms. |
| Dental records - finance related                                                                                                                     | 2 years                                             | Review, and destroy if no longer required | These include PR forms. NHS BSA may retain financial records for a minimum of 6 years.                                       |

| Record Type                             | Retention Period | Disposal Action                          | Notes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------|------------------|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Electronic Patient Record Systems (EPR) | Refer to notes   | Review and destroy if no longer required | Where the system has the capacity to destroy records in line with the retention schedule, and where a metadata stub can remain, demonstrating the destruction, then the Code should be followed in the same way for digital as well as paper records with a log kept of destruction.<br><br>If the EPR does not have this capacity, then once records reach the end of their retention period, they should be made inaccessible to system users upon decommissioning. The system (along with the audit trails) should be retained for the retention period of the last entry related to the schedule. |
| GP patient records - deceased patients  | 10 years         | Review and destroy if no longer required | Confidentiality generally continues after death and records should be retained for medico-legal and possible public interest (for example, research) reasons. Review retention after 10 years when possible medico-legal reasons will lapse under requirements of the Limitation Act 1980. Destroy if the record holds no value for researchers. Also refer to Appendix III: GP records.                                                                                                                                                                                                              |



| Record Type                          | Retention Period    | Disposal Action | Notes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------|---------------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GP patient records – living patients | Continual retention |                 | <p>If the patient has not been seen for 10 years, or a request for transfer to a new GP has not been received, the GP practice should check the Personal Demographics Service (PDS) for indication of death or other reason for no contact. If there is no reason to suggest no contact, then the record must be kept by the GP practice.</p> <p>If they have died, or transferred to a new practice, transfer the record to NHSE or the new provider respectively. These records cannot be disposed of as they may require further services as they get older.</p> <p>Also refer to Appendix III: GP records</p> |

| Record Type                                                          | Retention Period | Disposal Action                             | Notes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------|------------------|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GP patient records – de-registered cases where the reason is unknown | 100 years        | Review and dispose of if no longer required | <p>These are cases where the patient has de-registered from the practice, but the reason is unknown. It would be good practice for GPs to check if there is a reason for de-registration (death, missed registration at another practice, emigration etc.). It is not suggested that a retrospective check be carried out, but it would be good practice going forward to conduct a check for these cases.</p> <p>Once checked under General Medical Services (GMS) regulations, records should be sent to NHSE via Primary Care Support England (PCSE) operational processes.</p> <p>Also refer to Appendix III: GP records</p> |

| Record Type                                                                                                           | Retention Period                       | Disposal Action                             | Notes                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GP patient registrations form                                                                                         | 6 years after the year of registration | Review and dispose of if no longer required | These need to be kept for 6 years as GP per capita payments are made based on registered patient numbers. Most GP practices scan the form into the patient's electronic record once it is created. The paper form can be destroyed securely once the minimum retention period has been reached, unless there is another reason to keep the form longer (this would be identified at the review stage). |
| Integrated records – all organisations contribute to the same single instance of the record                           | Retain for period of longest specialty | Review and consider transfer to PoD         | The retention time will vary depending upon which type of health and care settings have contributed to the record. Areas that use this model must have a way of identifying the longest retention period applicable to the record.                                                                                                                                                                     |
| Integrated records – all organisations contribute to the same record, but keep a level of separation (refer to notes) | Retain for relevant specialty period   | Review and consider transfer to PoD         | This is where all organisations contribute into the same record system but have their own area to contribute to and the system still shows a contemporaneous view of the patient record.                                                                                                                                                                                                               |

| Record Type                                                                                                        | Retention Period                     | Disposal Action                          | Notes                                                                                                                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Integrated records – all organisations keep their own records, but enable them to be viewed by other organisations | Retain for relevant specialty period | Review and consider transfer to PoD      | This is the most likely model currently in use. Organisations keep their own records on their patients or service users but can grant 'view only' access to other organisations, to help them provide health and care to patients or service users.                                                                     |
| Mental health records including psychology records                                                                 | 20 years, or 10 years after death    | Review and consider transfer to PoD      | Covers records made under the Mental Health Act (MHA) 1983 (and 2007 amendments).<br><br>Records retained solely for any person who has been sectioned under MHA1983 must be considered for longer than 20 years where the case is ongoing, or the potential for recurrence is high (based on local clinical judgment). |
| Obstetrics, maternity, antenatal and postnatal records                                                             | 25 years                             | Review and destroy if no longer required | This applies to records of patients or service users, regardless of whether they have capacity or not.<br><br>For record keeping purposes, these are considered to be as much the child's record as the parent, so the longer retention period should be considered.                                                    |

| Record Type                            | Retention Period                 | Disposal Action                          | Notes                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------|----------------------------------|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Prison health records                  | 10 years                         | Review and destroy if no longer required | A summary of their prison healthcare is sent to the person's new GP upon release and the record should be considered closed at the point of release.<br><br>These records are unlikely to have long term archival value and should be retained by the organisations providing care in the prison, or successor organisations if the running of the service changes hands. |
| Cancer/oncology records – any patient* | 30 years, or 8 years after death | Review and consider transfer to PoD      | Retention for these records begins at diagnosis rather than the end of operational use. For clinical care reasons, these records must be retained longer in case of re-occurrence. Where the oncology record is part of the main records, then the entire record must be retained.                                                                                        |

| Record Type                                                                                      | Retention Period                  | Disposal Action                          | Notes                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------|-----------------------------------|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contraception, sexual health, family planning, Genito-Urinary Medicine (GUM)                     | 8 or 10 years                     | Review and destroy if no longer required | 8 years for the basic retention requirement but this is increased to 10 in cases of implants or medical devices. If the record relates to a child, then retain in line with children's records.<br><br>(Also refer to Appendix III: records dealt with under the NHS Trusts and Primary Care Trusts (Sexually transmitted disease) directions 2000). |
| Creutzfeldt-Jakob Disease – patient records                                                      | 30 years or 10 years after death  | Review and consider transfer to PoD      | Diagnosis records must be retained for clinical care purposes.                                                                                                                                                                                                                                                                                       |
| Human Fertility and Embryology Authority (HFEA) records – treatment provided in licenced centres | 3, 10, 30 or 50 years             | Review and destroy if no longer required | These retention periods are set out in <a href="#">HFEA guidance</a> .                                                                                                                                                                                                                                                                               |
| Long-term illness, or illness that may reoccur – patient records                                 | 20 years, or 10 years after death | Review and destroy if no longer required | Necessary for continuation of clinical care. The primary record of the illness and course of treatment must be kept where the illness may reoccur or it is a life-long condition such as diabetes, arthritis or Chronic Obstructive Pulmonary Disease.                                                                                               |

| Record Type                            | Retention Period                             | Disposal Action                           | Notes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------|----------------------------------------------|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sexual Assault Referral Centres (SARC) | 30 years, or 10 years after death (if known) | Review, and destroy if no longer required | These records need to be kept for medico-legal reasons because an individual may not be in a position to bring a case against the alleged perpetrator for a long time after the event. Once the retention period is reached, a decision needs to be made about continued retention. Records cannot be kept indefinitely just in case an individual might bring a case. Some individuals may never bring a case and indefinite retention may be seen as a breach of UK GDPR (keeping information longer than necessary). Consideration also needs to be given to the Police and Criminal Evidence Act 1984, Human Tissue Act 2004, and Criminal Procedure and Investigations Act 1996 legal requirements (other laws and regulations may also need to be taken into account). |

PHARMACY

| Record Type                                      | Retention Period          | Disposal Action                           | Notes                                                                                                                                                                                                                                       |
|--------------------------------------------------|---------------------------|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Controlled drugs - registers                     | 2 years, (refer to notes) | Review and destroy if no longer required  | Misuse of Drugs Act 2001. NHS England has issued <a href="#">guidance</a> in relation to controlled drugs.<br><br>Also refer to Appendix III: controlled drugs                                                                              |
| Controlled drugs - order books, requisitions etc | 2 years                   | Review, and destroy if no longer required | Misuse of Drugs Act 2001.                                                                                                                                                                                                                   |
| Pharmacy prescription records                    | 2 years                   | Review and destroy if no longer required  | A record of the prescription will also be held by NHS BSA and there will be an entry on the patient record.<br><br>Further advice and guidance on pharmacy records can be found on the <a href="#">Specialist Pharmacy Service</a> website. |

**PATHOLOGY**

| Record Type                                  | Retention Period | Disposal Action                     | Notes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------|------------------|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Pathology reports, information about samples | Refer to notes   | Review and consider transfer to PoD | <p>This Code is concerned with the information about a specimen or sample. The length of time clinical material (for example, a specimen) is stored will drive how long the information relating to it is retained. Sample retention can be for as long as there is a clinical need to hold it. Reports should be stored on the patient file.</p> <p>It is common for pathologists to hold duplicate records. For clinical purposes, these should be retained for eight years after discharge or until a child's 25<sup>th</sup> birthday.</p> <p>If information is retained for 20 years, it must be appraised for historical value, and a decision made about its disposal.</p> <p>Also refer to Appendix III: specimens and samples</p> |

**EVENT AND TRANSACTION RECORDS**

| Record Type          | Retention Period | Disposal Action                          | Notes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------|------------------|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Blood bank register* | 30 years minimum | Review and consider transfer to PoD      | Need to be disposed of if there is no on-going need to retain them (such as the currently ongoing Infected Blood Inquiry), subject to any transfer to the PoD.                                                                                                                                                                                                                                                                                                                                       |
| Clinical audit*      | 5 years          | Review and destroy if no longer required | <p>Five years from the year in which the audit was conducted.</p> <p>This includes the reports and data collection sheets/exercise. The data itself will usually be clinical so should be kept for the appropriate retention period, for example, data from adult health records would be kept for 8 years.</p>                                                                                                                                                                                      |
| Chaplaincy records*  | 2 years          | Review and consider transfer to PoD      | Also refer to corporate governance records.                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Clinical diaries     | 2 years          | Review and destroy if no longer required | <p>Two years after the year to which they relate.</p> <p>Diaries of clinical activity and visits must be written up and transferred to the main patient record. If the information is not transferred from the diary (so the only record of the event is in the diary), then this must be retained for eight years and reviewed.</p> <p>Some staff keep hardback diaries of their appointments or business meetings. If these contain no personal data, they can be disposed of after two years.</p> |

| Record Type                                                                                                                 | Retention Period             | Disposal Action                              | Notes                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Clinical protocols*                                                                                                         | 20 years                     | Review and consider transfer to PoD          | Clinical protocols may have preservational value. They may also be routinely captured in clinical governance meetings which may form part of the permanent record (refer to corporate governance records).                                 |
| Datasets released by NHS Digital and its predecessors                                                                       | Delete with immediate effect | Delete in line with NHS Digital instructions | NHS Digital issue guidance through the <a href="#">Data Access Request Service (DARS)</a> <a href="#">process</a> on the retention and disposal of data released by them.                                                                  |
| Destruction certificates, or electronic metadata destruction stub, or record of clinical information held on physical media | 20 years                     | Review and consider transfer to PoD          | Destruction certificates created by public bodies are not covered by a retention instrument (if they do not relate to patient care and if a PoD or The National Archives do not accession them). They need to be destroyed after 20 years. |
| Equipment maintenance logs                                                                                                  | 11 years                     | Review and destroy and no longer required    |                                                                                                                                                                                                                                            |
| General ophthalmic services – patient records related to NHS financial transactions                                         | 6 years                      | Review and destroy if no longer required     |                                                                                                                                                                                                                                            |

| Record Type                     | Retention Period | Disposal Action                          | Notes                                                                                           |
|---------------------------------|------------------|------------------------------------------|-------------------------------------------------------------------------------------------------|
| GP temporary resident forms     | 2 years          | Review and destroy if no longer required | This assumes a copy has been sent to the responsible GP for inclusion in the GP patient record. |
| Inspection of equipment records | 11 years         | Review and destroy if no longer required |                                                                                                 |
| Notifiable diseases book*       | 6 years          | Review and destroy if no longer required |                                                                                                 |
| Operating theatre records       | 10 years         | Review and consider transfer to PoD      | 10 years from the end of the year to which they relate.                                         |
| Patient property books          | 2 years          | Review and destroy if no longer required | Two years from the end of the year to which they relate.                                        |
| Referrals – NOT ACCEPTED        | 2 years          | Review and destroy if no longer required | Retention period begins from the DATE OF REJECTION. These are seen as an ephemeral record.      |

| Record Type                                                                                       | Retention Period                      | Disposal Action                          | Notes                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------|---------------------------------------|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Requests for care funding – NOT ACCEPTED                                                          | 2 years                               | Review and destroy if no longer required | Retention period begins from the DATE OF REJECTION. These are seen as an ephemeral record.<br><br>NB: These may have potential PoD interest as what the NHS or social care can or cannot fund can sometimes be an issue of local or national significance and public debate.<br><br>Refer to Appendix III: individual funding requests |
| Screening*<br>– including cervical screening<br>– where no cancer or illness detected is returned | 10 years                              | Review and destroy if no longer required | Where cancer is detected, refer to the cancer/oncology schedule.                                                                                                                                                                                                                                                                       |
| Screening – children                                                                              | 10 years or 25 <sup>th</sup> birthday | Review and destroy if no longer required | Treat as a child health record and retain for either 10 years or up to 25 <sup>th</sup> birthday, whichever is the LONGER.                                                                                                                                                                                                             |
| Smoking cessation                                                                                 | 2 years                               | Review and destroy if no longer required | Retention begins at the end of the 12-week quit period.                                                                                                                                                                                                                                                                                |

| Record Type              | Retention Period | Disposal Action                          | Notes                                                                                                                                     |
|--------------------------|------------------|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Transplantation records* | 30 years         | Review and consider transfer to PoD      | Refer to guidance issued by the <a href="#">Human Tissue Authority</a> .                                                                  |
| Ward handover sheets*    | 2 years          | Review and destroy if no longer required | This information relates to the ward.<br><br>Any individual sheets held by staff may be destroyed confidentially at the end of the shift. |

TELEPHONY SYSTEMS AND SERVICES

This is related to 111 or 999 phone calls or services, Ambulance, out of hours, and single point of contact call centres.

| Record Type                                                                                         | Retention Period         | Disposal Action                          | Notes                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------|--------------------------|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Recorded conversations – which may be needed later for clinical negligence or other legal purposes* | 6 years                  | Review and destroy if no longer required | Retention period runs from the date of the call and is intended to cover the Limitation Act 1980. Further guidance is issued by <a href="#">NHS Resolution</a> .                                                                                                                                                                                            |
| Recorded conversations – which form part of the health record*                                      | Treat as a health record | Review and destroy if no longer required | It is advisable to transfer any relevant information into the main record, through transcription or summarisation. Call handlers may perform this task as part of the call. Where it is not possible to transfer clinical information from the recording to the record, the recording must be considered as part of the record and be retained accordingly. |
| Telephony systems record*                                                                           | 1 year                   | Review and destroy if no longer required | This is the minimum specified to meet NHS contractual requirements.                                                                                                                                                                                                                                                                                         |

BIRTHS, DEATHS AND ADOPTION RECORDS

| Record Type                        | Retention Period | Disposal Action                          | Notes                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------|------------------|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Birth notification to child health | 25 years         | Review and destroy if no longer required | Retention begins when the notification is received by the child health department.<br><br>Treat as part of the child's health record if not already stored within the health record.                                                                                                                                                                                                                       |
| Birth registers*                   | 2 years          | Review and consider transfer to PoD      | Where registers of all births that have taken place in a particular hospital or birth centre exist, these will have archival value and should be retained for 25 years and offered to the local PoD at the end of the retention period. Information is also held by the NHS Birth Notification Service electronic system, and by ONS. Other information about a birth must be recorded in the care record. |
| Body release forms*                | 2 years          | Review and destroy if no longer required |                                                                                                                                                                                                                                                                                                                                                                                                            |



| Record Type                                                                          | Retention Period | Disposal Action                          | Notes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------|------------------|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Death – cause of death certificate counterfoil*                                      | 2 years          | Review and destroy if no longer required | These detail the name of the deceased and suspected cause of death (which initially may be different to the final cause of death as stated on the official death certificate). A death notification certificate is issued if a doctor is satisfied there is no suspicious or unexpected circumstances surrounding the death, and the counterfoil retained by the setting that issued the initial cause of death certificate (which is used to obtain the full death certificate from a registrar of births, death and marriages). Cases referred to the coroner would not be able to issue a certificate as the cause would be unknown. These are unlikely to have archival value. |
| Death - register information sent to the general registry office on a monthly basis* | 2 years          | Review and consider transfer to PoD      | A full dataset is available from ONS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Local authority adoption record (usually held by the LA)*                            | 100 years        | Review and consider transfer to PoD      | The local authority Children's Social Care Team hold the primary record of the adoption process. Consider transferring to PoD only if there are known gaps in the primary local authority record, or the records pre-date 1976.<br><br>Also refer to Appendix III: adoption records                                                                                                                                                                                                                                                                                                                                                                                                |

| Record Type                          | Retention Period                     | Disposal Action                          | Notes                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------|--------------------------------------|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mortuary records of deceased persons | 10 years                             | Review and consider transfer to PoD      | Retention begins at the end of the year to which they relate.                                                                                                                                                                                                                                                                                                                                                                                                      |
| Mortuary register*                   | 10 years                             | Review and consider transfer to PoD      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| NHS medicals for adoption records*   | 8 years or 25 <sup>th</sup> birthday | Review and consider transfer to PoD      | The health reports will feed into the primary record held by the local authority. This means that adoption records held in the NHS relate to reports that are already kept in another file, which is kept for 100 years by the relevant agency or local authority. Consider transferring to PoD only if there are known gaps in the primary local authority record or the records pre-date 1976.<br><br>Also refer to Appendix III: adopted persons health records |
| Post-mortem records*                 | 10 years                             | Review and destroy if no longer required | The coroner will maintain and retain the primary post-mortem file including the report. Hospital post-mortem records will not need to be kept for the same extended time period as (subject to local policy) these reports may also be kept in the medical file.                                                                                                                                                                                                   |

CLINICAL TRIALS AND RESEARCH

| Record Type                                                                                                          | Retention Period        | Disposal Action                     | Notes                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Advanced medical therapy research - master file                                                                      | 20 years                | Review and consider transfer to PoD |                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Clinical trials – applications for ethical approval                                                                  | 5 years                 | Review and consider transfer to PoD | Master file of a trial authorised under the European portal, under Regulation 536/2014.<br><br>For clinical trials records retention refer to the <a href="#">MHRA guidance</a> .<br><br>The sponsor of the study will be the primary holder of the study file and associated data.<br><br>This is based on the Medicines for Human Use (Clinical Trials) Amendment Regulations 2006 (specifically Regulations <a href="#">18 and 28</a> ). |
| European Commission Authorisation (certificate or letter) to enable marketing and sale within EU member state's area | 15 years                | Review and consider transfer to PoD |                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Research - datasets                                                                                                  | No longer than 20 years | Review and consider transfer to PoD |                                                                                                                                                                                                                                                                                                                                                                                                                                             |

| Record Type                                                                                                                                   | Retention Period | Disposal Action                     | Notes                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| Research – ethics committee's and HRA approval documentation for research proposal and records to process patient information without consent | 5 years          | Review and consider transfer to PoD | This applies to trials where opinions are given to proceed with the trial, or not to proceed.<br><br>These may also have archival value. |
| Research – ethics committee's minutes (including records to process patient information without consent)                                      | 20 years         | Review and consider transfer to PoD | Retention period begins from the year to which they relate and can be as long as 20 years. Committee minutes must be transferred to PoD. |

## CORPORATE GOVERNANCE

| Record Type                                                                                                     | Retention Period | Disposal Action            | Notes                                                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------|------------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Board meetings*                                                                                                 | Up to 20 years   | Review and transfer to PoD | A local decision can be made on how long to retain the minutes of board meetings (and associated papers linked to the board meeting), but this must not exceed 20 years, and will be required to be transferred to the local PoD or The National Archives (for National Bodies). |
| Board meetings (closed boards)*                                                                                 | Up to 20 years   | Review and transfer to PoD | Although these may still contain confidential or sensitive material, they are still a public record and must be transferred at 20 years, and any FOI exemptions noted, or indications that the duty of confidentiality applies.                                                  |
| Chief Executive records*                                                                                        | Up to 20 years   | Review and transfer to PoD | This may include emails and correspondence where they are not already included in board papers.                                                                                                                                                                                  |
| Committees (major) – listed in Scheme of delegation or report direct into the board (including major projects)* | Up to 20 years   | Review and transfer to PoD |                                                                                                                                                                                                                                                                                  |

| Record Type                                                                                        | Retention Period | Disposal Action                             | Notes                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------|------------------|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Committees (minor) – not listed in scheme of delegation*                                           | 6 years          | Review and consider transfer to PoD         | Includes minor meetings, projects, and departmental business meetings.<br><br>These may have local historical value and require transfer consideration.                                                                  |
| Corporate records of health and care organisations and providers that pre-date the NHS (July 1948) |                  | Review, and transfer to PoD                 | Contact your local PoD to arrange review and transfer. Records not selected by the PoD must be securely destroyed. An example might be the minutes of the hospital board from 1932, or midwifery diaries dated Dec 1922. |
| Data Protection Impact Assessments (DPIAs)                                                         | 6 years          | Review and destroy if no longer required    | Should be kept for the life of the activity to which it relates, plus six years after that activity ends. If the DPIA was one -off, then 6 years from completion.                                                        |
| Destruction certificates or record of information held on destroyed physical media                 | 20 years         | Review and dispose of if no longer required | Where a record is listed for potential transfer to PoD have been destroyed without adequate appraisal, consideration should be given to a selection of these as an indicator of what has not been preserved.             |
| Electronic metadata destruction stubs                                                              |                  |                                             | Refer to destruction certificates.                                                                                                                                                                                       |
| Incidents – serious                                                                                | 20 years         | Review and consider transfer to PoD         | Retention begins from the date of the incident – not when the incident was reported.                                                                                                                                     |

| Record Type                                           | Retention Period    | Disposal Action                          | Notes                                                                                                                                                                                                           |
|-------------------------------------------------------|---------------------|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Incidents – not serious                               | 10 years            | Review and destroy if no longer required | Retention begins from the date of the incident – not when the incident was reported.                                                                                                                            |
| Incidents – serious incidents requiring investigation | 20 years            | Review and consider transfer to PoD      | These include independent investigations into incidents. These may have permanent retention value so consult with the local PoD. If they are not required, then destroy.                                        |
| Non-clinical QA records                               | 12 years            | Review and destroy if no longer required | Retention begins from the end of the year to which the assurance relates.                                                                                                                                       |
| Patient advice and liaison service (PALS) records     | 10 years            | Review and destroy if no longer required | Retention begins from the close of the financial year to which the record relates.                                                                                                                              |
| Patient surveys – individual returns and analysis     | 1 year after return | Review and destroy if no longer required | May be required again if analysis is reviewed.                                                                                                                                                                  |
| Patient surveys – final report                        | 10 years            | Review and consider transfer to PoD      | Organisations may want to keep final reports for longer than the raw data and analysis, for trend analysis over time. This period can be extended, provided there is justification and organisational approval. |

| Record Type                                                               | Retention Period                  | Disposal Action                          | Notes                                                                                                                                                                                                           |
|---------------------------------------------------------------------------|-----------------------------------|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Policies, strategies and operating procedures – including business plans* | Life of organisation plus 6 years | Review and consider transfer to PoD      | Retention begins from when the document is approved, until superseded. If the retention period reaches 20 years from the date of approval, then consider transfer to PoD.                                       |
| Quarterly reviews from NHS trusts                                         | 6 years                           | Review and destroy if no longer required | Retention period in accordance with the Limitation Act 1980.                                                                                                                                                    |
| Risk registers                                                            | 6 years                           | Review and destroy if no longer required | Retention period in accordance with the Limitation Act and corporate awareness of risks.                                                                                                                        |
| Staff surveys – individual returns and analysis                           | 1 year after return               | Review and destroy if no longer required | Forms are anonymous so do not contain PID unless provided in free text boxes. May be required again if analysis is reviewed.                                                                                    |
| Staff surveys – final report                                              | 10 years                          | Review and consider transfer to PoD      | Organisations may want to keep final reports for longer than the raw data and analysis, for trend analysis over time. This period can be extended, provided there is justification and organisational approval. |
| Trust submission forms                                                    | 6 years                           | Review and destroy if no longer required | Retention period in accordance with the Limitation Act 1980.                                                                                                                                                    |

## COMMUNICATIONS

| Record Type                                          | Retention Period | Disposal Action                     | Notes                                                                                                                                                                                                                        |
|------------------------------------------------------|------------------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Intranet site*                                       | 6 years          | Review and consider transfer to PoD |                                                                                                                                                                                                                              |
| Patient information leaflets                         | 6 years          | Review and consider transfer to PoD | These do not need to be leaflets from every part of the organisation. A central copy can be kept for potential transfer.                                                                                                     |
| Press releases and important internal communications | 6 years          | Review and consider transfer to PoD | Press releases may form part of a significant part of the public record of an organisation which may need to be retained.                                                                                                    |
| Public consultations                                 | 5 years          | Review and consider transfer to PoD | Whilst these have a shorter retention period, there may be wider public interest in the outcome of the consultation (particularly where this resulted in changes to the services provided) and so may have historical value. |
| Website*                                             | 6 years          | Review and consider transfer to PoD | The PoD may be able to receive these by a regular crawl. Consult with the PoD on how to manage the process. Websites are complex objects, but crawls can be made more effective if certain <a href="#">steps are taken</a> . |

## STAFF RECORDS AND OCCUPATIONAL HEALTH

| Record Type                                                                                                          | Retention Period                                                                      | Disposal Action                        | Notes                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Duty roster                                                                                                          | 6 years                                                                               | Review and if no longer needed destroy | Retention begins from the close of the financial year.                                                                                                          |
| Exposure monitoring information                                                                                      | 40 years or 5 years from the date of the last entry made in it                        | Review and if no longer needed destroy | A) Where the record is representative of the personal exposures of identifiable employees, for at least 40 years or B) In any other case, for at least 5 years. |
| Occupational health reports                                                                                          | Keep until 75th birthday or 6 years after the staff member leaves whichever is sooner | Review and if no longer needed destroy |                                                                                                                                                                 |
| Occupational health report of staff member under health surveillance                                                 | Keep until 75th birthday                                                              | Review and if no longer needed destroy |                                                                                                                                                                 |
| Occupational health report of staff member under health surveillance where they have been subject to radiation doses | 50 years from the date of the last entry or until 75th birthday, whichever is longer  | Review and if no longer needed destroy |                                                                                                                                                                 |

| Record Type            | Retention Period                     | Disposal Action                      | Notes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------|--------------------------------------|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Staff record           | Keep until 75th birthday (see notes) | Review, and consider transfer to PoD | <p>This includes (but is not limited to) evidence of right to work, security checks and recruitment documentation for the successful candidate including job adverts and application forms.</p> <p>Some PoDs accession NHS staff records for social history purposes. Check with your local PoD about possible accession.</p> <p>If the PoD does not accession them, then the records can be securely destroyed once the retention period has been reached.</p>                            |
| Staff record - summary | 75th Birthday                        | Review, and consider transfer to PoD | <p>Please see the good practice box staff record summary used by an organisation.</p> <p>Some organisations create summaries after a period of time since the staff member left (usually 6 years). This practice is ok to continue if this is what currently occurs. The summary, however, needs to be kept until the staff member's 75th birthday, and then consider transferring to PoD.</p> <p>If the PoD does not require them, then they can be securely destroyed at this point.</p> |

| Record Type                  | Retention Period   | Disposal Action                          | Notes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------|--------------------|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Timesheets (original record) | 2 years            | Review and if no longer needed destroy   | Retention begins from creation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Staff training records       | See notes          | Review and consider transfer to a PoD    | <p>Records of significant training must be kept until 75th birthday or 6 years after the staff member leaves. It can be difficult to categorise staff training records as significant as this can depend upon the staff member's role. The following is recommended:</p> <p><b>clinical training records</b></p> <ul style="list-style-type: none"> <li>- to be retained until 75th birthday or six years after the staff member leaves, whichever is the longer</li> </ul> <p><b>statutory and mandatory training records</b></p> <ul style="list-style-type: none"> <li>- to be kept for ten years after training completed</li> </ul> <p><b>other training records</b></p> <ul style="list-style-type: none"> <li>- keep for six years after training completed</li> </ul> |
| Disciplinary records         | Retain for 6 years | Review and destroy if no longer required | <p>Retention begins once the case is heard and any appeal process completed. The record may be retained for longer, but this will be a local decision based on the facts of the case. The more serious the case, the more likely it will attract a longer retention period. Likewise, a one-off incident may need to only be kept for the minimum time stated. This applies to all cases, regardless of format.</p>                                                                                                                                                                                                                                                                                                                                                           |

## PROCUREMENT

| Record Type                                            | Retention Period                                  | Disposal Action                        | Notes |
|--------------------------------------------------------|---------------------------------------------------|----------------------------------------|-------|
| Contracts sealed or unsealed                           | Retain for 6 years after the end of the contract  | Review and if no longer needed destroy |       |
| Contracts - financial approval files                   | Retain for 15 years after the end of the contract | Review and if no longer needed destroy |       |
| Contracts - financial approved suppliers documentation | Retain for 11 years after the end of the contract | Review and if no longer needed destroy |       |
| Tenders (successful)                                   | Retain for 6 years after the end of the contract  | Review and if no longer needed destroy |       |
| Tenders (unsuccessful)                                 | Retain for 6 years after the end of the contract  | Review and if no longer needed destroy |       |

## ESTATES

| Record Type                                                                       | Retention Period                                | Disposal Action                             | Notes                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------|-------------------------------------------------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Building plans, including records of major building works                         | Lifetime (or disposal) of building plus 6 years | Review and consider transfer to PoD         | Building plans and records of works are potentially of historical interest and where possible, should be kept and transferred to the local PoD.                                                                                                                                                                                                                                                                                           |
| Closed circuit television (CCTV)                                                  | Refer to <a href="#">ICO Code of Practice</a>   | Review and destroy if no longer required    | The length of retention must be determined by the purpose for which the CCTV has been used.<br><br>CCTV footage must remain viewable for the length of time it is retained, and where possible, systems should have redaction or censoring functionality to be able to blank out the faces of people who are captured by the CCTV, but not subject to the access request, for example, police reviewing CCTV as part of an investigation. |
| Equipment monitoring, and testing and maintenance work where ASBESTOS is a factor | 40 years                                        | Review and destroy if no longer required    | Retention begins from the completion of the monitoring or testing.<br><br>This includes records of air monitoring and health records relating to asbestos exposure, as required by the Control of Asbestos <a href="#">Regulations 2012</a> .                                                                                                                                                                                             |
| Equipment monitoring – general testing and maintenance work                       | Lifetime of installation                        | Review and destroy if no longer required    | Retention begins from the completion of the testing and maintenance.                                                                                                                                                                                                                                                                                                                                                                      |
| Inspection reports                                                                | Lifetime of installation                        | Review and dispose of if no longer required | Retention begins at the END of the installation period.<br><br>Building inspection records need to comply with the Construction (Design and Management) <a href="#">Regulations 2015</a> .                                                                                                                                                                                                                                                |

| Record Type                                                                                           | Retention Period                     | Disposal Action                          | Notes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Leases                                                                                                | 12 years                             | Review and destroy if no longer required | Retention begins at point of lease termination.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Minor building works                                                                                  | 6 years                              | Review and destroy if no longer required | Retention begins at the point of WORKS COMPLETION.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Photographic collections – service locations, events and activities                                   | Up to 20 years                       | Review and consider transfer to PoD      | These provide a visual historical legacy of the running and operation of an organisation. They may also provide secondary uses, such as use in public inquiries.                                                                                                                                                                                                                                                                                                                                                                         |
| Radioactive records                                                                                   | 30 years                             | Review and destroy if no longer required | Retention begins at the CREATION of the waste.<br>If a person handling radioactive waste is exposed to radiation (accidental or otherwise), then the records relating to that person must be kept until they reach 75 years of age or would have attained that age.<br>In any event, records must be kept for at least 30 years from the date of dosing or accident.<br>This also includes patients or service users who require medical exposure to radiation, as required by the Ionising Radiation <a href="#">Regulations 2017</a> . |
| Sterilix<br>Endoscopic<br>Disinfectant<br>Daily<br>Water Cycle<br>Test, Purge Test,<br>Ninhydrin Test | 11 years                             | Review and destroy if no longer required | Retention begins from the DATE OF TEST.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Surveys – building or installation (not patient surveys)                                              | Lifetime of installation or building | Review and consider transfer to PoD      | Retention period begins at the END of INSTALLATION period.<br>(See Inspection reports for legal basis for these records)                                                                                                                                                                                                                                                                                                                                                                                                                 |

## FINANCE

| Record Type                    | Retention Period | Disposal Action                          | Notes                                                                                                                                                                                                     |
|--------------------------------|------------------|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Accounts                       | 3 years          | Review and destroy if no longer required | Retention begins at the CLOSE of the financial year to which they relate.<br>Includes all associated documentation and records for the purpose of audit.                                                  |
| Benefactions                   | 8 years          | Review and consider transfer to PoD      | These may already be in the financial accounts and may be captured in other reports, records or committee papers.<br>Benefactions, endowments, trust fund or legacies should be offered to the local PoD. |
| Debtors' records – CLEARED     | 2 years          | Review and destroy if no longer required | Retention begins at the CLOSE of the financial year to which they relate.                                                                                                                                 |
| Debtors' records – NOT CLEARED | 6 years          | Review and destroy if no longer required | Retention begins at the CLOSE of the financial year to which they relate.                                                                                                                                 |
| Donations                      | 6 years          | Review and destroy if no longer required | Retention begins at the CLOSE of the financial year to which they relate.                                                                                                                                 |



| Record Type                             | Retention Period                                      | Disposal Action                          | Notes                                                                                                                                                                                                                         |
|-----------------------------------------|-------------------------------------------------------|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Expenses                                | 6 years                                               | Review and destroy if no longer required | Retention begins at the CLOSE of the financial year to which they relate.                                                                                                                                                     |
| Final annual accounts report*           | Up to 20 years                                        | Review and transfer to PoD               | These should be transferred when practically possible, after being retained locally for a minimum of 6 years. Ideally, these will be transferred with board papers for that year to keep a complete set of governance papers. |
| Financial transaction records           | 6 years                                               | Review and destroy if no longer required | Retention begins at the CLOSE of the financial year to which they relate.                                                                                                                                                     |
| Invoices                                | 6 years from end of the financial year they relate to | Review and destroy if no longer required |                                                                                                                                                                                                                               |
| Petty cash                              | 2 years                                               | Review and destroy if no longer required | Retention begins at the CLOSE of the financial year to which they relate.                                                                                                                                                     |
| Private Finance Initiatives (PFI) files | Lifetime of PFI                                       | Review and consider transfer to PoD      | Retention begins at the END of the PFI agreement. This applies to the key papers only in the PFI.                                                                                                                             |

| Record Type                       | Retention Period | Disposal Action                          | Notes                                                                     |
|-----------------------------------|------------------|------------------------------------------|---------------------------------------------------------------------------|
| Staff salary information or files | 10 years         | Review and destroy if no longer required | Retention begins at the CLOSE of the financial year to which they relate. |
| Superannuation records            | 10 years         | Review and destroy if no longer required | Retention begins at the CLOSE of the financial year to which they relate. |

## LEGAL, COMPLAINTS AND INFORMATION RIGHTS

| Record Type                                                                                   | Retention Period | Disposal Action                          | Notes                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------|------------------|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Complaints – case files                                                                       | 10 years         | Review and destroy if no longer required | Retention begins at the CLOSURE of the complaint.<br><br>The complaint is not closed until all processes (including potential and actual litigation) have ended.<br><br>The detailed complaint file must be kept separately from the patient file (if the complaint is raised by a patient or in relation to). Complaints files must always be separate.<br><br>(Also refer to Appendix III: complaints records) |
| Fraud – case files                                                                            | 6 years          | Review and destroy if no longer required | Retention begins at the CLOSURE of the case. This also includes cases that are both proven and unproven.                                                                                                                                                                                                                                                                                                         |
| Freedom of Information (FOI) requests, responses to the request and associated correspondence | 3 years          | Review and destroy if no longer required | Retention begins from the CLOSURE of the FOI request. Where redactions have been made, it is important to keep a copy of the response and send to the requestor. In all cases, a log must be kept of requests and the response sent.                                                                                                                                                                             |
| FOI requests – where there has been an appeal                                                 | 6 years          | Review and destroy if no longer required | Retention begins from the CLOSURE of the appeal process.                                                                                                                                                                                                                                                                                                                                                         |

| Record Type                                                            | Retention Period                                             | Disposal Action                          | Notes                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------|--------------------------------------------------------------|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Industrial relations – including tribunal case records                 | 10 years                                                     | Review and consider transfer to PoD      | Retention begins at the CLOSE of the financial year to which it relates. Some organisations may record these as part of the staff record, but in most cases, they should form a distinctive separate record (like complaints files).                        |
| Litigation records                                                     | 10 years                                                     | Review and consider transfer to PoD      | Retention begins at the CLOSURE of the case. Litigation cases of significant or major issues (or with significant, major outcomes) should be considered for transfer. Minor cases should not be considered for transfer. If in doubt, consult with the PoD. |
| Intel patents, trademarks, copyright, IP                               | Lifetime of patent, or 6 years from end of licence or action | Review and consider transfer to PoD      | Retention begins at the END of lifetime or patent, or TERMINATION of licence or action.                                                                                                                                                                     |
| Software licences                                                      | Lifetime of software                                         | Review and destroy if no longer required | Retention begins at the END of lifetime of software.                                                                                                                                                                                                        |
| Subject Access Requests (SAR), response, and subsequent correspondence | 3 years                                                      | Review and destroy if no longer required | Retention begins at the CLOSURE of the SAR.                                                                                                                                                                                                                 |
| SAR – where there has been an appeal                                   | 6 years                                                      | Review and destroy if no longer required | Retention begins at CLOSURE of appeal.                                                                                                                                                                                                                      |

## Appendix III: How to deal with specific types of records

This Appendix provides detailed advice on records management relating to specific types of records for example, transgender records, witness protection records and adopted persons records. These are presented in alphabetical order. It also provides advice on managing certain formats of records, for example, emails, cloud-based records and scanned records.

### TYPE OF RECORD

#### Adopted persons health records

Notwithstanding any other centrally issued guidance by the Department of Health and Social Care or Department for Education, the records of adopted persons can only be placed under the new last name when an adoption order has been granted. Before an adoption order is granted, an alias may be used but more commonly the birth names are used.

Depending on the circumstances of the adoption there may be a need to protect from disclosure any information about a third party. Additional checks before any disclosure of adoption documentation are recommended because of the heightened risk of accidental disclosure.

It is important that any new records, if created, contain sufficient information to allow for a continuity of care. At present the GP would initiate any change of NHS number or identity if it were considered appropriate to do so following the adoption.

#### Ambulance service records

Ambulance service records will contain evidence of clinical interventions delivered and are therefore clinical records. This means that they must be retained for the same time as other acute or mental health clinical records depending on where the person is taken to for treatment. Where ambulance service records are not clinical in nature, they must be kept as administrative records. There is a distinction between records of patient transport and records of clinical intervention. If the ambulance clinical record is handed over to another service or NHS trust, there must be a means by which the ambulance trust can obtain them again if necessary. Alternatively, they can be copied and only the copy transferred, providing this is legible.

#### Asylum seeker records

Records for asylum seekers must be treated in exactly the same way as other care records, allowing for clinical continuity and evidence of professional conduct. Organisations may decide to give asylum seekers patient or service user held records (section below) or hold them themselves. Patient or service user held records should be subject to a risk assessment because the record legally belongs to the organisation, and if required, they must be able to get it back. There is a risk that patient or service user held records could be tampered with or altered in an unauthorised way so careful consideration needs to be given to this decision.

#### Audio and visual records

Audio and visual records can take many forms such as using a dictaphone (digital or analogue) to record a session or conducting a health or care interaction using videoconferencing technologies.

The following needs considering when patient or service user interactions are captured in this way:

- **Clinical appropriateness:** Organisations should decide when it is appropriate to use audio or visual methods for the provision of health or care. This should be documented in organisational policies and understood by the relevant health and care professionals.
- **Retention:** If the recording is going to be kept elsewhere (for example, as part of the health and care record) then there is no reason to keep the original recording provided the version in the main record is the same as the original or there is a summary into words which is accurate and adequate for its purpose. If the recording is the only version or instance of the interaction, then it must be kept for the relevant retention period outlined in this Code (for example, adult, child health or mental health retention periods). Some recordings may have archival value (although this is unlikely), and this should be considered on a case-by-case basis.
- **Digital continuity:** You must consider the medium on which the recording is made and ensure that it is available throughout its retention period (for example, if the system or file format is becoming obsolete, then you will need to migrate it to a newer platform or format to ensure availability). If it is a digital recording and you are looking to store it in the health and care record, ensure the transfer process captures the authenticity of the recording kept.

- **Storage:** Ensure your recordings are stored on systems you control or are provided to you under contract. If stored with the product provider, you must give them (as controller) clear instructions on the storage and retention of those images (for example, delete one month after the date of the recording because it has been summarised into the main health and care record, or retain for 8 years from consultation with the patient or service user, then destroy). Providers acting under contract to a controller are obliged to carry out their written instruction.
- **Transparency:** You must be transparent with patients and service users regarding the use of audio and visual technology, and associated records, so that they have a reasonable understanding of how they will be used, why, and what will happen with the recording after the interaction. For example, it would be unfair to tell participants that the recordings are deleted if they are not.

### Child school health records

Similar to family records (refer to page 94), each child should have their own school health record rather than a record for the school (with consecutive entries) or per year intake. If a child transfers to a school under a different local authority, then the record will also need to be transferred to the new school health service provider. This must only be done once it is confirmed the child is now resident in the new location. The record must be transferred securely. The recipient of the record should contact the sender to confirm receiving the record (if appropriate). If the records are kept on school premises, then access must be restricted to health staff delivering care or other staff who have a legitimate reason to access them.

Local organisations may operate a paper or digital system. Records from other Child Health Teams, following a referral, must be accepted by the receiving organisation regardless of format. This is due to safeguarding risks.

### Complaints records

Where a patient or service user complains about a service, it is necessary to keep a separate file relating to the complaint and subsequent investigation. Detailed complaint information should never be recorded in the health and care record. A complaint may be unfounded or involve third parties and the inclusion of that information in the health or care record will mean that the information will be preserved for the life of the record and could cause detrimental prejudice to the relationship between the patient or service user and the Health and Care Team. In some cases, it may be appropriate to share details of the complaint with the

health and care professional involved in providing individual care in order to make improvements in care delivery. However, there may also be times where the complaint is about an individual but not care related and it might not be appropriate to share details of the complaint with that person, in case further action is required. The Complaints Team should review each complaint on a case-by-case basis.

Where multiple teams are involved in the complaint handling, all the associated records must be brought together to form a single record. This will prevent the situation where one part of the organisation does not know what the other has done. A complaint cannot be fully investigated if the investigation is based on incomplete information. It is common for the patient or service user to ask to see a copy of their complaint file and it will be easier to deal with if all the relevant material is in one file. Where complaints are referred to the Ombudsman Service, a single file will be easier to refer to.

Health and care organisations should have a local policy to follow with regards to complaints, covering how information will be used once any complaint is raised, and after the complaint has been investigated, regardless of outcome. The ICO has also issued [guidance on complaints files](#) and who can have access to them, which will drive what must be stored in them.

### Contract change records

Once a contract ends, any service provider still has a liability for the work they have done and, as a general rule, at any change of contract the records must be retained until the time period for liability has expired.

In the standard [NHS contract](#) there is an option to allow the commissioner to direct a transfer of care records to a new provider for continuity of service and this includes third parties and those working under any qualified provider contracts. This will usually be to ensure the continuity of service provision (for current cases) upon termination of the contract. It is also the case that after the contract period has ended, the previous provider will remain liable for their work. In this instance there may be a need to make the records available for continuity of care or for professional conduct cases.

When a service is taken over by a new provider, the records of the service (current and discharged cases) all transfer to the new provider (unless directed otherwise by the commissioner of the service). This is to ensure that the records for the service remain complete and enable patients or service users to obtain their record if they so request it. It also makes the records easier to locate if they

are required for other purposes. This will also stop the fragmentation of the archive records for the service and make it much easier to retrieve records.

Where legislation creates or disbands public sector organisations, the legislation will normally specify which organisation holds liability for any action conducted by a former organisation. This may also include consideration of the identity of the legal entity, which must manage the records.

In some cases, records may end up orphaned. This may happen where the organisation that created them is being disbanded and there is no successor organisation to take over the service or provision. In these cases, orphaned records need to be retained by the highest level commissioner of that service or provision. For example, if a GP practice closes, patients will be offered the choice to register with another nearby practice. When they register with the new practice, the record will follow the patient to that new practice. However, if a practice closes, and the patient does not re-register elsewhere, the record will transfer to NHS England and Improvement, who commission primary care services in England for ongoing management.

Where the content of records is confidential, for example, health and care records, it will be necessary to inform the individuals concerned about the change. Where there is little impact upon those receiving care, it may be sufficient to use posters and leaflets to inform people about the change, but more significant changes will require individual communications. Although the conditions of UK GDPR may be satisfied, in many cases there is still a duty of confidentiality which may require a patient or service user (in some cases) to agree to the transfer, dependent upon the legal basis and the implications of their choice discussed with them. If the new provider has a statutory duty to provide the service, then consent does not need to be sought. If there is no statutory duty, then consent would need to be sought to satisfy the common law duty of confidentiality.

It is vital to highlight the importance of actively managing records, which are stored in offsite storage (refer to section three of the Code for further information on offsite storage including the importance of completing a DPIA).

These principles and guidance can also apply to non-clinical situations as well, such as when CCGs merge or a trust takes over the running of another one.

Annex 1 of this Appendix summarises the considerations and actions required relating to various contract change situations.

## Continuing healthcare (CHC) records

Continuing healthcare records can be split into two parts:

- **Care record:** The care record is the information relating to a patient or service user's care that enables the CHC panel to determine eligibility for CHC based on an assessment of needs. This can be provided directly by the patient or service user or obtained from health and care providers as part of the eligibility process. Consent to obtain this information would be required to [satisfy the duty of confidence](#). The initial checklist completed by the referrer may also contain some level of confidential information and this may also be used to determine eligibility.
- **Administrative record:** The administrative record is the information used by the CCG to ensure the CHC process runs effectively - an example being appointment letters asking the patient or service user to attend a panel. CCGs require access to health and care information to determine a patient or service user's entitlement (once the CCG has been notified).

CHC activity is covered in law by the 2012 [Commissioning Board and NHS CCG Regulations](#). This means consent is not required to process personal data in relation to CHC but consent will be required to satisfy the duty of confidence. CCGs will need to have systems in place to allow for the safe and secure sharing of patient or service user information with relevant partners as necessary, and to inform patient or service users of how their data will be used as part of this process. Digital viewing and sharing of records may be preferable to paper copies being printed and used for CHC, due to the risk of accidental loss or disclosure.

CHC records should be kept for the same period of time as adult and child health records, from the date the case is decided by the CHC panel. Where CHC cases relate to mental health, these should be kept for the same period of time as mental health records.

## Controlled drugs regime

NHS England, in conjunction with the NHS Business Services Authority, has established procedures for handling information relating to controlled drugs. This guidance includes conditions for storage, retention and destruction of information. Where information about controlled drugs is held please refer to [NHS England guidance](#).



### Duplicate records

The person or team to which the record relates will normally hold the original record however occasionally duplicates may be created for legitimate business purposes. It is not necessary to keep duplicates of the same record unless it is used in another process and is then a part of a new record. Where this is not required, the original should be kept, and the duplicate destroyed. For example, incident forms, once the data is entered into the risk information system, the paper is now a duplicate, and so can be destroyed. Some clinical systems allow printouts of digital records. Where printouts are used, these must be marked as duplicates or copies to help prevent them from being used as the primary record.

### Evidence required for courts

In UK Law, the civil procedure rules allow evidence to be prepared for court and, as part of this, the parties in litigation can agree what documents they will disclose to the other party and, if required, dispute authenticity. The disclosure of digital records is referred to as E-Disclosure or E-Discovery. The relevant part for disclosure and admissibility of evidence is given in the Ministry of Justice's [Civil Procedure Rules - Part 3](#). If records are arranged in an organised filing system, such as a business classification scheme, or all the relevant information is placed on the patient or client file, providing records as evidence will be much easier. Further advice on electronic records and evidential weighting can be found in [BIP10008: Evidential Weight and Admissibility of Electronic Information](#).

### Family records

Family records used to be common within health visiting teams, amongst others, where a whole family view was needed to deliver care. Whilst these records should no longer be created, they are included here for legacy reasons.

Due to changes in the law and best practice, it is not advisable to create a single paper or digital record that contains the care given to all family members. Each person is entitled to [privacy](#) and confidentiality, and having all a person's records in one place could result in a health professional or family member accessing confidential information of another family member accidentally or otherwise.

Good practice would be to create an individual file for each person but with cross references to other family members. This means that each individual has their own record, but health and care professionals can see who else is related to that person, and so can check these records where necessary. Single records also help to protect privacy and confidentiality and (if digital) keep an audit trail of access.

### General Practitioner records

It is important to note that the General Practitioner (GP) record, usually held by the General Practice, is the primary record of care and the majority of other services must inform the GP through a discharge note or a clinical correspondence that the patient has received care. This record is to be retained for the life of the patient plus at least ten years after death. The GP record transfers with the individual as they change GP throughout their lifetime. Where the patient has de-registered, records should be kept for 100 years since de-registration. A review is taking place to ascertain how long this period should be in the going forwards.

Current guidance advises that the content of paper Lloyd George records should only be destroyed once they have been scanned to the required standard and quality assurance of the scanned images has been completed, confirming that they are a like for like copy of the original paper records. The Lloyd George envelope itself should not be destroyed at the current time and must be kept to meet with the requirements for patient record movement. NHS England undertook a project to cease the creation of Lloyd George envelopes for all new entrants to the NHS, which was implemented in January 2021 (except in limited circumstances). They are also looking at ways to enable destruction of existing Lloyd George envelopes, though this aspect may have a longer implementation timeframe. This Code will be updated as the programme develops.

### Individual funding requests (IFRs)

Similar to CHC, IFR cases are mainly administrative records, but also contain large amounts of personal/confidential patient information and as such, should be treated in the same way as CHC records.

As IFRs are unique to an individual, it may be that the care package given to the patient or service user is unique and bespoke to that person. This could mean that the record may have long-term archival value, due to the uniqueness of the care given in this way, and so potentially may be of interest to The National Archives. Local discussions should be held with the PoD to determine the level of local interest, although they would not normally get involved at this level of discussion. It would be a joint discussion on the principle and agreement to archive this type of record and then the responsibility of the health and care organisation to choose individual records that meet this criteria.

## Integrated records

Since 2013, there has been an increase in the number of initiatives promoted and launched that involve integrated records. There has also been recognition nationally that joined up delivery of health and care services can increase the quality of care delivered, and also deliver those services more efficiently. Examples include:

- NHS England Vanguard Programme
- Sustainability and Transformation Plans (STPs)
- Integrated Care Services (ICS)
- Local Health and Care Records (LHCR)

Depending on the agreements under which integrated records are established these may be subject to the Public Records Act. Generally, if an NHS body is at least partly responsible for the creation and control of the record, it will normally be considered a public record to be managed in accordance with the Act. The relevant PoD should be notified that this is the case. If in doubt, consult with The National Archives.

The options for organisations will depend on what local architecture and systems are already in use. There are three types of retention for integrated records, and suggested retention periods for each.

1. All organisations contribute to a single record, creating the only record for that patient or service user. Consideration must be given to how this is managed in practice (for example, some records will be retained for 8 years and some for 20 years but they will look the same at face value) **(retain for the longest specialty period involved)**.
2. All organisations pool their records into a single place but keep a level of separation between each type of record **(retain for each specialty as applicable – because they are not merged)**.
3. All organisations keep their own records, but allow others to view their records, but not amend or add to **(retain for each specialty as applicable – because they are not merged)**.

Where organisations are looking to create integrated records, they must enter into a joint controller arrangement, which detail the purpose and method of integrated records. It should also set out how disputes between controllers may be resolved. Information materials for patient or service users must also reflect how their records are used.

Increasingly, where organisations are using this type of system, the information contained within has the potential to be used for purposes other than individual care, such as Population Health Management (PHM). PHM is a tool that is increasingly being used to help plan and prepare care provision in a particular geographical area or specialty. See also the section on Integrated viewing technology and record keeping in the format section below.

NHSX has published an Information Governance Framework for Shared Care Records, which provides further guidance.

## Occupational health (OH) records

Occupational health records are not part of the main staff record and for reasons of confidentiality they are held separately. It is permitted for reports or summaries to be held in the main staff record where these have been requested by the employer and agreed by the staff member. When occupational health records are outsourced, the organisation must ensure that:

- staff are aware of the outsourcing and how their information may be used for OH purposes
- the contractor can comply as necessary with data protection and confidentiality requirements
- there is a contract in place with the outsourced provider that has legally binding clauses in relation to data protection and confidentiality
- the contractor can retain records for the necessary period after the termination of contract for purposes of adequately recording any work-based health issues and is able to present them to the organisation if required

## Pandemic records

Health and care organisations will create records as part of a response to a global pandemic. Pandemic events are rare but will nevertheless create records that need to be managed.

Both patient and service user records will be created that detail the care given to people affected by the pandemic. Corporate records will also be created which record business decisions, policies and processes that were taken in response to a pandemic.

These records should be managed in accordance with the retention schedules set out in this Code. Organisations should be mindful that a public inquiry (or inquiries) is likely to take place after a pandemic so the pandemic related records could be used or requested as part of that inquiry. The Government has already agreed to hold a public inquiry into the coronavirus pandemic that began in 2020.

If organisations have created records specifically in response to a pandemic, these should not be destroyed when they have reached their minimum retention period, unless the public inquiry has ended, or the inquiry has provided guidance on what type of records it will be interested in. These specific records may have historical value, so discussions should take place with your local PoD. A policy on how to manage a new admission to a care home of an individual with a coronavirus diagnosis may be of interest to the PoD, whereas the care record might not have the same value and should be managed as a health and care record. Any guidance or advice issued by The National Archives or your local PoD in relation to the preservation of pandemic records should be followed.

## Patient or service user held records

Some clinical or care services may benefit from the patient or service user holding their own record, for example, maternity services. Where this is considered to be the case a risk assessment should be carried out by the organisation. Where it is decided to leave records with the individual who is the subject of care, it must be indicated on the records that they remain the property of the issuing organisation and include a return address if they are lost. Upon the discharge of the patient or service user, the record must be returned to the health or care organisation involved in the person's care.

Organisations must be able to produce a record of their work, which includes services delivered in the home where the individual holds the record. Upon the termination of treatment, where the records are the sole evidence of the course of treatment or care, they must be recovered and given back to the issuing organisation.

A copy can be provided if the individual wishes to retain a copy of the records through the SAR process. In cases where the individual retains the actual record after care, the organisation must be satisfied it has a record of the contents.

## Patient or service user portals

Organisations may implement products that provide patients and service users with access to their records. Access may be either online or via an app or portal. There are increasing numbers of commercial organisations that are providing these products.

The provision of these products must comply with data protection legislation. Health and care organisations must conduct a DPIA if they are considering using such a product. Health and care organisations must remain controller for the patient or service user's information. In most cases, the supplier of the product or system will be a processor as the product facilitates access to the information held by health and care organisations.

Controllers must consider what is relevant and proportionate to include in this type of record. Some information may not be appropriate to add to the portal, for example, harmful information a patient does not know yet because the intention is to let them know in person during a consultation.

Information about the patient or service user must not be uploaded into the product until there is a clear legal basis for doing so, for example, patient consent. Individuals must be provided with information materials so that they can make an informed choice as to whether or not to sign up. The materials should also make it clear what information patients and service users can upload themselves directly to the portal if this is an option. It should also be clear to the patient or service user who controls the information.

Information stored in a product like this should be retained in line with the retention schedules outlined in this Code (for example, adult health records for 8 years after last seen).



### Pharmacy held patient records

These are the records of patients that the pharmacy has dispensed medications to or had some other form of clinical interaction with (for example, given a flu jab) - similar to a hospital or care home patient record.

Records of prescriptions dispensed will be kept by NHS BSA so there is no need to keep a copy of the prescription locally except for audit purposes.

Other elements of the pharmacy record, for example, vaccinations provided, should be viewed in the same way as a patient record, and should be destroyed 8 years after the last interaction with the patient. However, if there is a need to keep the record for longer, then this can be extended up to 20 years, provided there is a justified, documented and approved reasons for doing so. Information materials for patients should also be reflective of the organisation's retention period.

### Prison health records

In 2013 responsibility for offender health in HM Prison Service transferred from the Ministry of Justice to NHS England. A national computer-based record was created to facilitate the provision of care and the transfer of care records associated with inmate transfers throughout imprisonment.

A significant number of paper records remain, and some offender health services operate a mix of paper and digital records. Prison records should be treated as hospital episodes and may be disposed of after the appropriate retention has been applied. The assumption is that a discharge note has been sent to the GP.

Where a patient or service user is sent to prison the GP record (or social care record) must not be destroyed but held until the patient is released or normal retention periods of records have been met.

Prison health records may have archival value, but this is the exception rather than rule. Records should be kept in line with the same period as for de-registered GP records, with a view to further retention (with justification) and a potential transfer to a PoD, subject to their approval.

### Private patients treated on NHS premises

Where records of individuals who are not NHS or social care funded are held in the record keeping systems of NHS or social care organisations, they must be kept for the same minimum retention periods as other records outlined in this Code. The same levels of security and confidentiality will also apply.

### Public health records

A local authority normally hosts public health functions, but the functions still involve the handling of health and care information. For this reason, public health functions are in the scope of this Code. Where clinical information is being processed by the public health function it is expected to comply with the NHS Digital [Code of Practice for Confidential Information](#).

### Records relating to sexually transmitted diseases

Organisations that provide care and support under the NHS Trusts and Primary Care Trusts (Sexually Transmitted Disease) Directions 2000 must be aware of the additional obligations to confidentiality these impose on employees and trustees of organisations. These organisations include NHS Trusts, CCGs, local authority public health teams and those providing services under NHS contracts.

This obligation differs from the duty of confidentiality generally because it prohibits some types of sharing but enables sharing where this supports treatment of patient or service users. For this reason, it is common for services dealing with sexually transmitted diseases to partition their record keeping systems to comply with the directions and more generally to meet patient or service users' expectations that such records should be treated as particularly sensitive.

### Secure units for patients detained under the Mental Health Act 1983

Mental health units operate on a low, medium and high-risk category basis. Not all patients on these units will have been referred via the criminal justice system. Some patients may be deemed a risk under the Mental Health Act and will need to be accommodated accordingly. Some patients may be high-risk due to the nature of a crime they have committed because of their mental health and therefore will need to be treated in a high secure hospital, such as Broadmoor. As such, their records should be treated in the same way as other mental health records including retention periods (20 years, and longer if justified and permitted) and final disposal. A long retention time may also help staff at these units deal with subsequent long-term enquiries from care providers.

### Sexual assault referral centres

Sexual assault referral centres (SARCs) are highly specialised forensic and health services co-commissioned by Police and Crime Commissioners and NHS England and Improvement. SARCs support the physical, mental health and wellbeing of service users and collect forensic evidence pertaining to alleged sexual offences. Records generated may include forensic medical examination notes, body maps, photographic records, and DNA intelligence. Reports or statements on these records may be required as evidence in a court of law, and the records management process must facilitate this. Based on relevant guidance, legal and regulatory obligations, a minimum retention period of 30 years for SARC records has been applied by NHS England and NHS Improvement. This retention period reflects the severity of the alleged offence; the length of time for the potential bringing of criminal justice proceedings and right to appeal; and the potential for cold case review. Retaining records beyond 30 years is acceptable provided there is ongoing justification and the decision is documented and approved by the relevant committees responsible for the SARCs operational delivery.

### Specimens and samples

The retention of human material is covered by this Code because some specialities will include physical human material as part of the patient or service user record (or linked to it). The record may have to be retained longer than the sample because the sample may deteriorate over time. Relevant professional bodies such as the [Human Tissue Authority](#) or the [Royal College of Pathologists](#) have issued guidance on how long to keep human material. Physical specimens or samples are unlikely to have historical value, and so are highly unlikely to be selected for permanent preservation.

The human material may not be kept for long periods, but that does not mean that the information or metadata about the specimen or sample must be destroyed at the same time. The information about any process involving human material must be kept for continuity of care and legal obligations. The correct place to keep information about the patient is the clinical record and although the individual pathology departments may retain pathology reports, a copy must always be included on the patient record. Physical specimens or samples do not have to be stored within the clinical record (unless designed to do so) but can be stored where clinically appropriate to keep the material, with a clear reference or link in the clinical file, so both the material and the clinical record can be joined together if necessary.

### Staff records

Staff records should hold sufficient information about a staff member for decisions to be made about employment matters. The nucleus of any staff file will be the information collected through the recruitment process and this will include the job advert, application form, evidence of the right to work in the UK, identity checks and any correspondence relating to acceptance of the contract. The central HR file must be the repository for this information, regardless of the media of the record.

It is common practice in some health and care organisations for the line manager to hold a truncated record, which contains portions of an employee's employment history. This can introduce risk to personal information (as it is duplicated), but also potentially expedient to do so. Organisations considering whether to use, or discontinue using, local HR files, should complete a risk assessment.

Information kept in truncated staff files should be duplicates of the original held in the central HR file. If local managers are given originals as evidence (such as a staff member bringing in a certificate of competence) they should take a copy for local use and the original should be kept with the main HR file. It is important that there is a single, complete employment record held centrally for reference and probity.

Upon termination of contract (for whatever reason), records must be held up to and beyond the statutory retirement age. Staff records may be retained beyond 20 years if they continue to be required for NHS or organisational business purposes, in accordance with Retention Instrument 122. Usually this relates to inpatient ward areas, where the ward manager will keep a small file relating to the training and clinical competencies of ward staff. Where there is justification for long retention periods or protection is provided by the Code, this will not be in breach of [GDPR Principle 5](#). (Refer to section 5 of the Code for further information about retention of records).

Some organisations operate a weeding system, whereby staff files are culled of individual record types that are now time expired (such as timesheets). Others have just kept the whole file as is and archived it away until 75<sup>th</sup> birthday. It is not recommended to change your system from one to the other because:

- the effort involved would be disproportionate to the end result
- if you begin to weed files, you would need to do this retrospectively to all files, to avoid having two types of central HR file
- you cannot reverse the weeding process – if you decide to keep full records, it is impossible to remake historically weeded files complete again

Both systems are acceptable, regardless of media. It is noted that organisations may have a hybrid system of paper historical staff files and digital current staff files. If possible, organisations should consider moving all their files into one format to create consistency.

Where an organisation decides to use a summary, it must contain as a minimum:

- a summary of the employment history with dates
- pension information including eligibility
- any work-related injury
- any exposure to asbestos, radiation and other chemicals which may cause illness in later life
- professional training history and professional qualifications related to the delivery of care
- list of buildings where the member of staff worked, and the dates worked in each location

#### Good practice for a staff record summary:

Barts Health NHS Trust staff record summary contains the following fields:

- name
- previous names
- assignment number
- pay bands
- date of birth
- addresses
- positions held
- start and end dates
- reasons for leaving
- building or sites worked at

Disciplinary case files should be held in a separate file so they can be expired at the appropriate time and do not clutter up the main file. That does not mean that there should be no record that the disciplinary process has been engaged in the main record, as it may be pertinent to have an indication to the disciplinary case, but the full details and file must be kept separately from the main file.

With regards to staff training records, it can be difficult to categorise them to determine retention requirements but keeping all the records for the same length of time is also hard to justify. It is recommended that:

- clinical training records are retained until 75<sup>th</sup> birthday or six years after the staff member leaves, whichever is the longer
- statutory and mandatory training records are kept for ten years after training is completed
- other training records are kept for six years after the training is completed

The [Chartered Institute for Personnel and Development](#), and the [ICO](#) have provided further information and advice on the retention of HR records.

### Transgender patient's records

Sometimes patients change their gender and part of this may include medical care. Records relating to these patients or service users are often seen as more sensitive than other types of medical records. While all health and care records are subject to confidentiality restrictions, there are specific controls for information relating to patients or service users with a Gender Recognition Certificate. The use and disclosure of the information contained in these records is subject to the [Gender Recognition Act 2004](#), (GRA) which details specific [restrictions and controls](#) for these records. The GRA is clear that it is not an offence to disclose protected information relating to a person if that person has agreed to the disclosure. The GRA is designed to protect trans patient and service user data and should not be considered a barrier to maintaining historic medical records where this is consented to by the user.

There are established processes in place with NHS Digital for patients undergoing transgender care in relation to the NHS number and the closing and opening of new [Spine records](#). In practice, nearly all actions relating to transgender records will be based on explicit consent. Discussions will take place between the GP and the patient regarding clinical care, what information in their current record can be moved to their new record and any implications this decision may have (for example, they may not be called for a gender specific screening programme). Patients should be offered ways to maintain their historical records. This could include editing previous entries and removing references containing previous names and gendered language. Any decisions made regarding their record must be respected and the records actioned accordingly.

Any patient or service user can request that their gender be changed in a record by a statutory declaration, but the Gender Recognition Act 2004 provides additional rights for those with a GRC. The formal legal process (as defined in the Gender Recognition Act 2004) is that a Gender Reassignment Panel issues a Gender Reassignment Certificate. At this time a new NHS number can be issued, and a new record can be created, if it is the wish of the patient or service user. It is important to discuss with the patient or service user what records are moved into the new record and to discuss how to link any records held in any other health or care settings with the new record, including editing previous records to remove names, gender references or details. The content of the new record will be based on explicit consent under common law.

However, it is not essential for a transgender person to have a GRC in order to change their name and gender in their patient record and receive a new NHS number. They do not need to have been to a Gender Identity Clinic, taken any hormones, undergone any surgery, or have a Gender Recognition Certificate.

Under the [Equality Act \(2010\)](#), Transgender people share the protected characteristic of 'gender reassignment'. To be protected from gender reassignment discrimination, an individual does not need to have undergone any specific treatment or surgery to change from their birth sex to their preferred gender. This is because changing physiological or other gender attributes is a personal process rather than a medical one. An individual can be at any stage in the transition process – from proposing to reassign their gender, to undergoing a process to reassign their gender, or having completed it.

### Protected persons health records

Where a record is that of someone known to be under a protected person scheme, the record must be subject to greater security and confidentiality. It may become apparent (via accidental disclosure) that the records are those of a person under the protection of the courts for the purposes of identity. The right to anonymity extends to health and care records. For people under certain types of protection, the individual will be given a new name and NHS Number, so the records may appear to be that of a different person.

### Youth offending service records

Due to the nature of youth offending, it is common for very short retention periods to be imposed on the general youth offending record. For purposes of clinical liability and for continuity of care the health or social care portion of the record must be retained as specified in this Code, which will generally be until the 25th birthday of the individual concerned.



## FORMAT OF RECORD

### Bringing your own device (BYOD) created records

Any record that is created in the context of health and care business is the intellectual property of the employing organisation and this extends to information created on personally owned computers and equipment. This in turn extends to emails and text messages sent in the course of business on personally owned devices from personal accounts. They must be captured in the record keeping system if they are considered to fall within the definition of a record.

When an individual staff member no longer works for the employing organisation, any information that staff take away could be a risk to the organisation. If this includes personal data or confidential patient information, it is reportable to the ICO and may be a breach of confidentiality. For this reason, personal/confidential patient information should not be stored on the device unless absolutely necessary and appropriate security is in place. Local health and care organisations should have a policy on the use of BYOD by staff. Also refer to [guidance on BYOD](#).

### Cloud-based records

Use of cloud-based solutions for health and care is increasingly being considered and used as an alternative to manage large networks and infrastructure. NHS and care services have been given approval to use cloud-based solution, provided they follow published guidance from [NHS Digital](#) and information on [GOV.UK](#).

Before any cloud-based solution is implemented there are a number of [records considerations](#) that must be addressed as set out by The National Archives. The ICO has issued [guidance on cloud storage](#). Organisations must complete a DPIA when considering using cloud solutions.

Another important consideration is that at some point the service provider or solution will change and it will be necessary to migrate all of the records, including all the formats, onto another solution. Whilst this may be technically challenging, it must be done, and contract provisions should be in place to do this.

Records in cloud storage must be managed just as records must be in any other environment and the temptation to use ever-increasing storage instead of good records management will not meet the records management recommendations of this Code. For example, if digital health and care records are uploaded to cloud storage for the duration of their retention period, then they must contain enough metadata to be able to be retrieved and a retention date applied so it can be reviewed and actioned in good time.

Personal data that is stored in the cloud, and then left, risks breaching UK GDPR by being kept longer than necessary. This information would also be subject to Subject Access process, and if not found or left unfound, would be a breach of the patient or service user's rights.

### Email and record keeping implications

Email is widely accepted as the primary communication tool used every day by all levels of staff in organisations. They often contain business (or in some cases clinical) information that is not captured elsewhere and so need to be managed just like other records. The National Archives has produced [guidance](#) on managing emails.

Email has the benefit of fixing information in time and assigning the action to an individual, which are two of the most important characteristics of an authentic record. However, a common problem with email is that it is rarely saved in the business context.

The correct place to store email is in the record keeping system according to the business classification scheme or file plan activity to which it relates. Solutions such as email archiving and ever-larger mailbox quotas do not encourage staff to meet the standard of storing email in the correct business context and to declare the email as a record.

Where email archiving solutions are of benefit is as a backup, or to identify key individuals where their entire email correspondence can be preserved as a public record.

Where email is declared as a record or as a component of a record, the entire email must be kept, including attachments so the record remains integral - for example, an email approving a business case must be saved with the business case file. All staff need to be adequately trained in required email storage and organisations need to:

- undertake periodic audits of working practice to identify poor practice
- have a policy in place that covers email management - including the appraisal, archiving and disposal of emails
- take remedial action where poor practice or compliance is found

Automatic deletion of email as a business rule may constitute an offence under Section 77 of the FOIA where it is subject to a request for information, even if the destruction is by automatic rule. The Courts' [civil procedure rules 31\(B\)](#) also require that a legal hold is placed on any information including email when an organisation enters into litigation. Legal holds can take many forms and records cannot be destroyed if there is a known process or a reasonable expectation that records will be needed for a future legal process such as:

- local inquiries into health or care issues
- national inquiries
- public inquiries
- criminal or civil investigations
- cases where litigation may be reasonably expected, for example, a patient has indicated they will take the organisation to court
- a SAR (known or reasonably expected)
- a FOI request (submitted or reasonably expected)

This means that no record can be destroyed by a purely automated process without some form of review whether at aggregated or individual level for continued retention or transfer to a PoD.

The NHSmail system allows a single email account for every staff member that can follow the individual through the course of their career. When staff transfer from one NHS organisation to another NHS organisation, they must ensure that no sensitive data relating to the former organisation is transferred. It is good practice for staff to purge their email accounts of information upon transfer to prevent a breach of confidence or the transfer of classified information. This is facilitated by staff storing only emails that need to be retained on an ongoing basis.

Emails that are the sole record of an event or issue, for example, an exchange between a clinician and a patient, should be copied into the relevant health and care record rather than being kept on the email system or deleted.

## Instant messaging records

Health and care services are increasingly using instant messaging apps or platforms to share patient and service user information between health and care professionals or to contact patients or services users in a transactional way, such as appointment reminders. NHSX has published [guidance](#) on this issue.

Instant messaging apps or platforms should not be used as the main, or primary, record for a person. Where possible, information shared in this way also needs to have a place in the health or care record of that person. This could be a printout of the exchange; contents transcribed into the record; or a progress note accurately covering the exchange entered into the record. If the app or platform is the only place that information is stored, then it must be managed in line with this Code.

Transactional messages, such as GP appointment reminders or pharmacy notifications that your prescription is ready for collection, have a short shelf-life and will no longer be needed once the appointment is attended or prescriptions collected. Organisations that use these systems should keep a record of messages sent to a person, in case they are needed later (such as proof that the patient was reminded of their appointment), but once it is clear that the purpose of the message has been fulfilled, there is no requirement to keep these messages.

## Integrated viewing technology and record keeping

Many record keeping systems pool records to create a view or portal of information, which can then be used to inform decisions. This in effect creates a single digital instance of a record, which is only correct at the time of viewing. This may lead to legacy issues, especially in determining the authenticity of a record at any given point in the past. When deciding to use systems that pool records from different sources, organisations must be assured that the system can recreate a record at a given point in time, and not just be able to provide a view at the time of access. This will enable a health or care provider to show what information was available at the time a decision was made.

Consideration should also be given to the authenticity and veracity of the record, particularly if there is conflicting information presented by two or more contributors to the record. Some conflicts may be easier to resolve than others (for example, a person has a different address with two systems), however more complex conflicts would require organisations to have a process or procedure to agree how to resolve these.

## Scanned records

This section applies to health and care records as much as it does to corporate records. When looking to scan records, organisations need to consider the following:

- the scanned image can perform equally as well as the original paper
- scanned images can be challenged in court (just as paper can)
- ability to demonstrate authenticity of the scanned image
- ensure technical and organisational measures are in place to protect the integrity, usability and authenticity of the record, over its period of use and retention
- discussions need to take place with the local PoD over records that may be permanently accessioned - they will need input into the format of the transferring record
- where the hard copy is retained, this will be legally preferable to the scanned image

The legal admissibility of scanned records, as with any digital information, is determined by how it can be shown that it is an authentic record. An indication of how the courts will interpret evidence can be found in the [civil procedure rules](#) and the court will decide if a record, either paper or digital, can be admissible as evidence.

The Archives and Records Association has produced a [flow chart](#) to support scanning processes. The British Standards Institution has published a [standard](#) that specifies the method of ensuring that electronic information remains authentic. The standard deals with both 'born digital' and scanned records. The best way to ensure that records are scanned in accordance with the standard is to use a supplier or service that meets the standard following a comprehensive procurement exercise, which complies with NHS due diligence. Using an BS110008 accredited supplier, or an in-house accredited service would be seen as best practice.

For local scanning requirements or for those records where there is a low risk of being required to prove their authenticity, organisations may decide to do their own scanning following due diligence and internal compliance processes. This may require a business case to be drawn up and approved, and procurement rules followed to purchase the necessary equipment.

Once scanned records have been digitised and the appropriate quality checks completed, it will then be possible to destroy the paper original, unless the format of the original has historical value, in which case consideration should be given to keeping it with a view to permanent transfer. Where paper is disposed of post-scanning, this decision must be made by the appropriate group or committee. A scan of not less than 300 dots per inch (or 118 dots per centimetre) as a minimum is recommended for most records although this may drop if clear printed text is being scanned. Methods used to ensure that scanned records can be considered authentic are:

- board or committee level approval to scan records
- a written procedure outlining the process to scan, quality check and any destruction process for the paper record
- evidence that the process has been followed
- technical evidence to show the scanning system used was operating correctly at the time of scanning
- an audit trail or secure system that can show that no alterations have been made to the record after the point they have been digitised
- fix the scan into a file format that cannot be edited

Some common mistakes occur in scanning by:

- only scanning one side and not both sides, including blank pages - to preserve authenticity, both sides of the paper record, even if they are both blank, must be scanned (this ensures the scanned record is an exact replica of the paper original)
- scanning a copy of a copy - leading to a degraded image
- not using a method that can show that the scanned record has not been altered after it has been scanned - questions could be raised regarding process and authenticity
- no long-term plan to enable the digitised records to be stored or accessed over the period of their retention

Once you have identified digital records that are suitable for accessioning to your local PoD or The National Archives (for national bodies, it is recommended to follow published The National Archives guidance on the [accessioning of digital records](#)).

## Social media

Organisations must have approved policies and guidance when using social media platforms. It is acknowledged that social media will mainly be used for promoting activities of the organisation, rather than as a way of communicating care issues or interventions with patients or service users. Information posted on social media may also be classed as a corporate record and appropriate retention periods set where applicable.

Information posted on social media (such as details of upcoming meetings, or published policies) will usually be captured elsewhere in an organisation's corporate records' function, and where this is the case, there is no value in retaining the information held in the social media platform, as it will be a duplication of the corporate records management function.

The National Archives have begun to capture social media content of NHS bodies that have a national focus, such as NHS England and Improvement. Where requested, this can also be extended to local NHS bodies, but this would be the exception not the rule.



## Website as a business record

As people interact with their public services, more commonly it is the internet and websites in particular that provide information, just as posters, publications and leaflets once did exclusively. A person's behaviour may be a result of interaction with a website and it is considered part of the record of the activity.

For this reason, websites form part of the record keeping system and must be preserved. It is also important to know what material was present on the website as this material is considered to have been published. Therefore, the frequency of capture must be adequate or there must be some other method to recreate what the website or intranet visitor viewed. It may be possible to arrange regular crawls of the site with the relevant PoD but given the complexity of sites as digital objects, it may be necessary to use other methods of capture to ensure that this creates a formal record. The UK Government Web Archive (part of The National Archives) undertook two central crawls of all NHS sites in 2011 and 2012 and may have captured some from 2004 onwards but the information captured will not include all levels of the sites or some dynamic content.

National NHS organisations have their websites regularly captured by The National Archives and can (upon request) capture local organisation's websites, where regional information would be captured that would not necessarily go to the local PoD (such as a CCG closing down). Local Authorities' websites are not routinely captured by the WebArchive Team at The National Archives but they can do so in exceptional circumstances and if requested by the Authority.



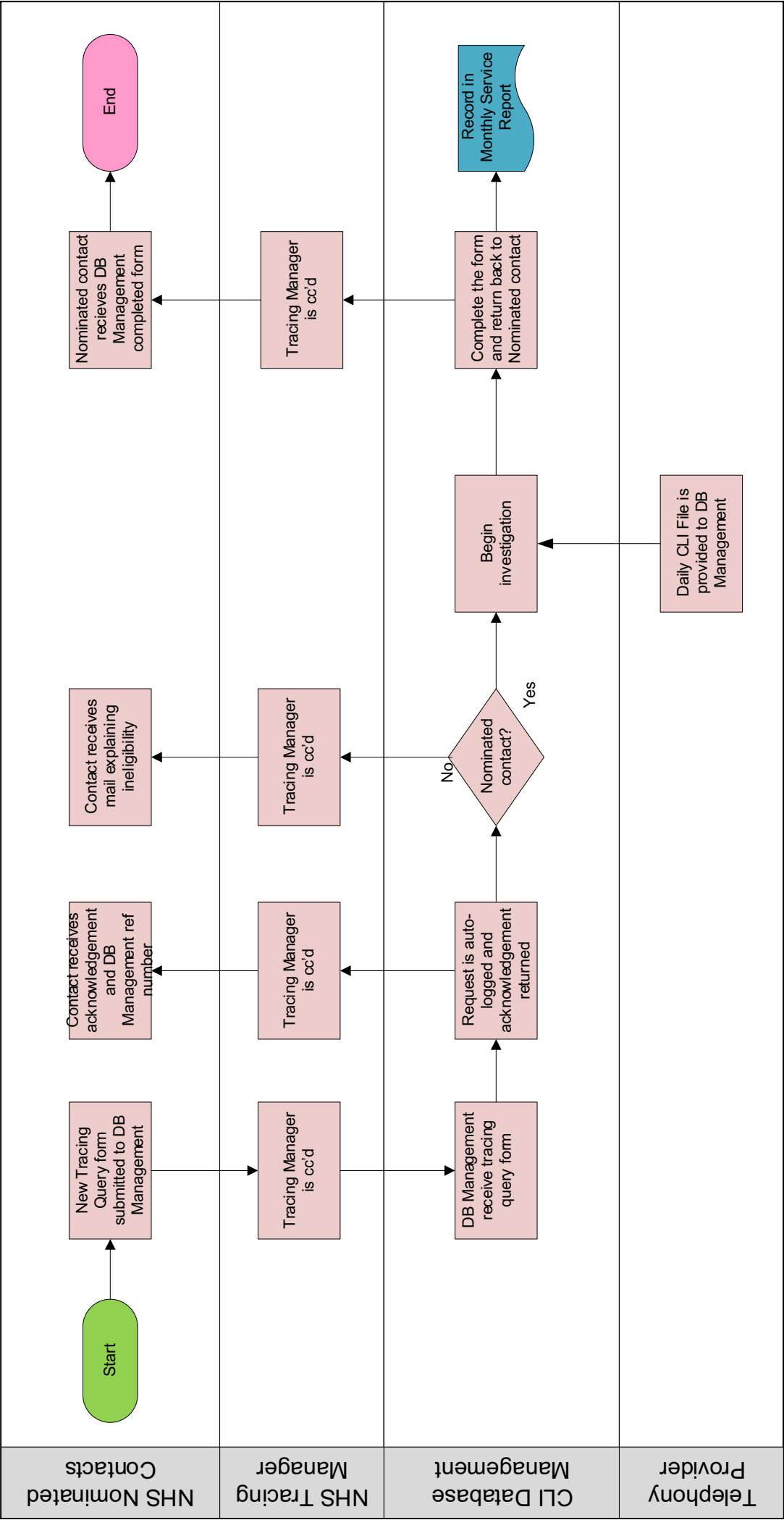
## Annex 1: Records at contract change

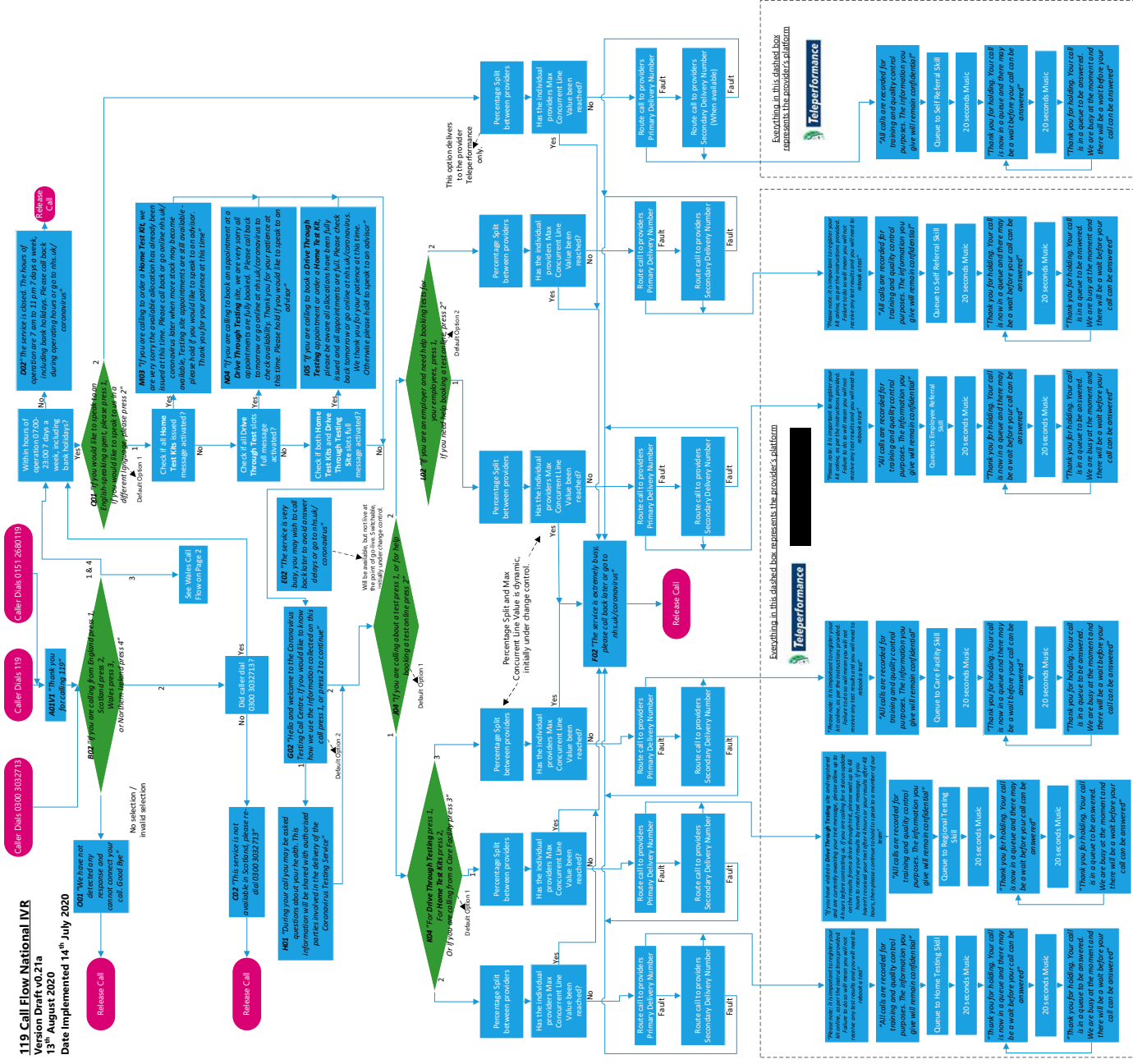
| Characteristic of new service provider                                                                              | Fair processing required                                                                                                                                                     | What to transfer?                                                                                  | Sensitive records |
|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-------------------|
| NHS Provider from same premises and involving the same staff. This may be a merger or regional reconfiguration.     | Light – notice on appointment letter explaining that there is a new provider. Local publicity campaigns such as signage or posters located on premises.                      | Entire record or summary of entire caseload.                                                       | N/A               |
| Non-NHS Provider from same premises and involving the same staff. This may be a merger or regional reconfiguration. | Light – notice on appointment letter explaining that there is a new provider. Local publicity campaign involving signage and poster and local communications or advertising. | Copy or summary of entire record of current caseload. Former provider retains the original record. | N/A               |
| NHS Provider from different premises but with the same staff.                                                       | Light – notice on appointment letter explaining that there is a new provider. Local publicity campaign involving signage and poster and local communications or advertising. | Copy or summary of entire record of current caseload. Former provider retains the original record. | N/A               |

| Characteristic of new service provider                        | Fair processing required                                                                                                    | What to transfer?                                                                                                                 | Sensitive records                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| NHS Provider from different premises and different staff.     | Moderate – a letter informing patients of the transfer with an opportunity to object or talk to someone about the transfer. | Copy or summary of entire record of current caseload. All records must be transferred by the former provider to the new provider. | Individual communications may not be possible so obtaining consent, from the holder of the current caseload, may need to be sought by the old provider before transfer. It may not be possible to transfer the record without consent (to satisfy confidentiality) so in some cases no records will be transferred. |
| Non-NHS provider from different premises but with same staff. | Moderate – a letter informing patients of the transfer with an opportunity to object or talk to someone about the transfer. | Copy or summary of entire record of current caseload.                                                                             |                                                                                                                                                                                                                                                                                                                     |
| Non-NHS from different premises and with different staff.     | High – a letter informing patients of the transfer with an opportunity to object or talk to someone about the transfer.     | Copy or summary of entire record of current caseload.                                                                             |                                                                                                                                                                                                                                                                                                                     |



# NHS 111 Call Tracing Service Process Overview





### 119 Call Volumes

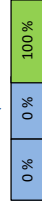
- Calls offered to date – 1,963,263 (between Sunday 19 April and Sunday 23 August)
- Call answered to date – 1,778,302 (between Sunday 19 April and Sunday 23 August)
- Calls offered busiest day – Friday 21 August (44,635 calls)
- Calls answered busiest day – Friday 21 August (37,794 calls)
- Calls offered busiest hour - Busiest individual hour was 11:00-12:00 on Monday 17 August with 4,507 offered calls. Busiest hour calculated from total offered calls/total days gives 11:00-12:00 averaging 1,566 offered calls
- AHT – average 515 seconds (from Sunday 19 April to Sunday 23 August)



# Language DTMF Menu

1. Existing UK Routing

2. Non-English Agent



TP\_LangOptVR\_NonEng\_Pri  
MCL = TBC  
Delivery Number TBC  
IPVPN SIP Newport

TP\_LangOptVR\_NonEng\_Sec  
MCL = TBC  
Delivery Number TBC  
IPVPN SIP Slough

TP\_LangOptVR\_NonEng\_Ter  
MCL = 75  
GAMMA TDM

# Testing DTMF Menu

1. Drive Through

2. Home Testing

3. Care Facility



HAYS\_Regional\_Pri  
MCL = 200  
TELXL IP

TP\_Regional\_Pri  
MCL = 230  
IPVPN SIP Newport

TP\_Regional\_Sec  
MCL = 230  
IPVPN SIP Slough



HAYS\_CareFacility\_Pri  
MCL = 200  
TELXL IP

TP\_CareFacility\_Pri  
MCL = 105  
IPVPN SIP Newport

TP\_CareFacility\_Sec  
MCL = 105  
IPVPN SIP Slough

Flow Out

HAYS\_Regional\_Sec  
MCL = 200  
TELXL TDM

Backup  
TP\_Regional\_Ter  
MCL = 455  
GAMMA TDM



HAYS\_HomeTest\_Pri  
MCL = 200  
TELXL IP

TP\_HomeTest\_Pri  
MCL = 230  
Welsh Lang  
TP\_HomeTest\_Welsh\_Pri  
MCL 20  
IPVPN SIP Newport

TP\_HomeTest\_Sec  
MCL = 230  
Welsh Lang  
TP\_HomeTest\_Welsh\_Sec  
MCL 20  
IPVPN SIP Slough

Flow Out

HAYS\_CareFacility\_Sec  
MCL = 200  
TELXL TDM

Backup  
TP\_CareFacility\_Ter  
MCL = 205  
GAMMA TDM

# Booking DTMF Menu

1. Employee Referral

2. Self Referral



HAYS\_Employee\_Pri  
MCL = 200  
TELXL IP

TP\_Employee\_Pri  
MCL = 105  
IPVPN SIP Newport

HAYS\_Self\_Pri  
MCL = 200  
TELXL IP

TP\_Self\_Pri  
MCL = 105  
IPVPN SIP Newport

TP\_Self\_Sec  
MCL = 105  
IPVPN SIP Slough



TP\_Employee\_Sec  
MCL = 105  
IPVPN SIP Slough

Flow Out

HAYS\_Employee\_Sec  
MCL = 200  
TELXL TDM

Flow Out

HAYS\_Self\_Sec  
MCL = 200  
TELXL TDM

Flow Out

TP\_Self\_Ter  
MCL = 205  
GAMMA TDM

Backup  
TP\_HomeTest\_Ter  
MCL = 455  
Welsh Lang  
TP\_HomeTest\_Welsh\_Ter  
MCL = 40  
GAMMA TDM

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Part B: Supplier Solution****1. Introduction**

- 1.1. This Part B of this Call-Off Schedule describes how the Supplier Solution shall comply with all of the Service Requirements set out in Part A of this Call-Off Schedule. All of the overview, summary and introductory text set out in this Part B of this Call-Off Schedule is binding and forms part of the Supplier Solution. Further, where any part of the Supplier Solution in this Part B of this Call-Off Schedule is:

- 1.1.1. expressly set out against the identified Service Requirements in the relevant tables or sections in Part B of this Call-Off Schedule; and
- 1.1.2. capable of being interpreted as applying to other Service Requirements as the context permits,

then such part of the Supplier Solution shall be deemed to also apply to such other Service Requirements.

- 1.2. During the Call-Off Contract Period, the Supplier shall deliver the Supplier 111 Services and Supplier NPFS Services (if applicable) to the Buyer to support the Buyer's desire to rationalise the current 111 urgent patient care telephony service with the National Pandemic Flu Service (NPFS) 0800 service and meet the Service Requirements. The Buyer shall deliver the Supplier 111 Services from the first Operational Services Commencement Date and the Supplier NPFS Services from the date of the relevant Change Authorisation Note. The Supplier shall also host the 119 Number, which is currently being used as part of the national Coronavirus pandemic response by the testing service being run by the Department of Health and Social Care (DHSC) utilising the NPFS infrastructure. The 119 Number will be retained post-pandemic, to be used for other health and social care related functions, which are yet to be defined.

- 1.3. The Supplier Solution shall be based on the following service Components:

- 1.3.1. complex Inbound Call Management product;
- 1.3.2. NHS 111 Complex Inbound telephony service (ICM and NIVR, Voice Recognition etc.);
- 1.3.3. SMS Text messaging inbound/outbound;
- 1.3.4. SIP infrastructure to deliver the NPFS calls;
- 1.3.5. IPVPN QoS to provide Management and the WAN for the SIP Trunking;
- 1.3.6. hosting and database management;



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 1.3.7. proactive management and Services wrap; and
- 1.3.8. professional services.

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**2. Not Used****3. Inbound Services****Service Requirements Common to 111 Service, the 119 Number and NPFS (Paragraphs 3.1 to 3.9 below)****3.1. Transition Service Requirements**

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Transition Service Requirements</b> | <p><b>Overview</b></p> <p>These are the basic requirements to ensure good governance and a successful project.</p> <p>The Services provided by the Supplier to fulfil the Transition Service Requirements shall commence on the Call-Off Start Date and shall apply until the relevant Operational Services Commencement Date and the Test Success Criteria have been Achieved. This Paragraph sets out at a high level the Buyer's Service Requirements that the Supplier is required to meet in relation to providing its Supplier Solution under Part B of this Call-Off Schedule and the Outline Implementation Plan and the Detailed Implementation Plan under Call-Off Schedule 13 (Implementation Plan and Testing) in order to design, build and test the infrastructure supporting the 111 Number and move the Buyer and the Cluster Members to the 111 Number and the Services described in this Call-Off Schedule.</p> |
| <b>Period of Applicability</b>         | <p>The Services provided by the Supplier to fulfil the Transition Service Requirements shall commence on the Call-Off Start Date and shall apply until the relevant Operational Services Commencement Date and the Test Success Criteria have been Achieved.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| Part                                                 | CI / Ref | Element of Service Requirements | Service Requirements / Supplier Responsibility                                                                                                     | Supplier Solution to meet the Service Requirements | Buyer Responsibilities (if any) | “Non-Compliant” or “Compliant” with the Service Requirement | RFP Response Cross-reference |
|------------------------------------------------------|----------|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------|-------------------------------------------------------------|------------------------------|
| <b>Indicative Activities for all Implementations</b> |          |                                 |                                                                                                                                                    |                                                    |                                 |                                                             |                              |
| B                                                    | 3.1.1.   | Project Mobilisation            |                                                                                                                                                    |                                                    |                                 |                                                             |                              |
| B                                                    | 3.1.1.1. |                                 | The Supplier shall allocate its resources to its implementation team.                                                                              |                                                    |                                 |                                                             |                              |
| B                                                    | 3.1.2.   | Project Management              |                                                                                                                                                    |                                                    |                                 |                                                             |                              |
| B                                                    | 3.1.2.1. |                                 | The Supplier shall establish a project plan, project management mechanisms and governance in accordance with Call-Off Schedule 13 (Implementation) |                                                    |                                 |                                                             |                              |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                          |                                                                                                                           |
|---|----------|--------------------------|---------------------------------------------------------------------------------------------------------------------------|
|   |          |                          | Plan and Testing) and Call-Off Schedule 15 (Call-Off Contract Management).                                                |
| B | 3.1.3.   | Availability for Testing |                                                                                                                           |
| B | 3.1.3.1. |                          | The Supplier shall test the Services in accordance with Part B of Call-Off Schedule 13 (Implementation Plan and Testing). |



**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|   |          |                                            |                     |  |
|---|----------|--------------------------------------------|---------------------|--|
|   |          |                                            |                     |  |
| B | 3.1.4.   | Service Design and Implementation Planning |                     |  |
| B | 3.1.4.1. |                                            | The Supplier shall: |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |      |                                                                 |  |
|---|------|-----------------------------------------------------------------|--|
| B | (i)  | produce the design of the Services and provide it to the Buyer; |  |
| B | (ii) | capture and record configuration requirements with              |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                                                                                                                                                     |
|---|-------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------|
|   |       |  | the support of Buyer;                                                                                                                               |
| B | (iii) |  | render the Buyer's configuration requirements as part of the low-level design document, identifying any UKC specific design elements, for Approval; |
| B | (iv)  |  | design and test the overall service management solution, including the Service Desk;                                                                |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |      |  |                                                                                                                |  |
|---|------|--|----------------------------------------------------------------------------------------------------------------|--|
|   |      |  |                                                                                                                |  |
| B | (v)  |  | carry out detailed implementation planning; and                                                                |  |
| B | (vi) |  | produce a Quality Assurance Plan and provide a copy to the Buyer (being NHS Commissioning Board) for Approval. |  |

**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|   |          |               |  |                          |
|---|----------|---------------|--|--------------------------|
|   |          |               |  |                          |
| B | 3.1.5.   | Service Build |  |                          |
| B | 3.1.5.1. |               |  | The Supplier shall:      |
| B | (i)      |               |  | set up central services; |

**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|   |      |  |                                             |  |
|---|------|--|---------------------------------------------|--|
|   |      |  |                                             |  |
| B | (ii) |  | set up Contact<br>Centre interfaces;<br>and |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |             |  |                                                                                        |  |
|---|----------|-------------|--|----------------------------------------------------------------------------------------|--|
|   |          |             |  |                                                                                        |  |
| B | (iii)    |             |  | carry out the Quality Assurance Testing in accordance with the Quality Assurance Plan. |  |
| B | 3.1.6.   | Contingency |  |                                                                                        |  |
| B | 3.1.6.1. |             |  | The Supplier shall ensure that an appropriate level of contingency is                  |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                             |                                                                                                                                                                                                                  |
|---|----------|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |                             | included in the Implementation Plan.                                                                                                                                                                             |
| B | 3.1.7.   | Migration                   |                                                                                                                                                                                                                  |
|   | 3.1.7.1. |                             | The Supplier shall include detailed activities in the Implementation Plan in relation to the migration of all NGNs (Non-Geographic Numbers) and the Supplier shall carry out such detailed migration activities. |
| B | 3.1.8.   | Finalisation and Close Down |                                                                                                                                                                                                                  |
| B | 3.1.8.1. |                             | The Supplier shall complete transition to steady-state operation and complete the project close down activities.                                                                                                 |

### Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

[illegible]

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**3.2. Transition Principles**

| Transition Principles |          | Overview<br>The transition principles set out the timeframe and associated obligations to ensure the successful transition from the Former Supplier to the Supplier. |                                                                                                                                                                   |                                                    |                                 |                                                             |                              |
|-----------------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------|-------------------------------------------------------------|------------------------------|
| Part                  | CI / Ref | Element of Service Requirements                                                                                                                                      | Service Requirements / Supplier Responsibility                                                                                                                    | Supplier Solution to meet the Service Requirements | Buyer Responsibilities (if any) | “Compliant” or “Non-Compliant” with the Service Requirement | RFP Response Cross-reference |
| B                     | 3.2.1.   | Transition Principles and Constraints                                                                                                                                |                                                                                                                                                                   |                                                    |                                 |                                                             |                              |
| B                     | 3.2.1.1. |                                                                                                                                                                      | The following requirements, constraints and principles will need to be adhered to in relation to the implementation of the Services under this Call-Off Contract: |                                                    |                                 |                                                             |                              |
| B                     | (i)      |                                                                                                                                                                      | the expiry date of the Existing Contract with the Former Supplier is                                                                                              |                                                    |                                 |                                                             |                              |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                                                                                                                                                                                                    |
|---|-------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |       |  | one day prior to the OSCD (Operational Service Commencement Date) of the Call-Off Contract and the Services to be provided with effect from the Call-Off Start Date must be supplied on that date; |
| B | (ii)  |  | the Supplier must maintain continuity of service with the Former Supplier;                                                                                                                         |
| B | (iii) |  | the 111 Number and 119 Number are not "must carry" numbers and as such UK telecommunications Carriers are not obliged to carry them; and                                                           |
| B | (iv)  |  | the 111 Number and 119 Number are short numbers and may present                                                                                                                                    |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                                 |                                                                                                                                                   |
|---|----------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |                                 | challenges when porting from one Carrier or telco to another (i.e. will need to be re-registered).                                                |
| B | 3.2.2.   | Operational and Tested Services |                                                                                                                                                   |
| B | 3.2.2.1. |                                 | The Supplier shall provide fully operational and tested Services by the Service Readiness Date which shall be at least one (1) Month before OSCD. |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                                  |                                                                                                                                                 |
|---|----------|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |                                  |                                                                                                                                                 |
| B | 3.2.3.   | Migration of 111 and 119 Numbers |                                                                                                                                                 |
| B | 3.2.3.1. |                                  | The Supplier shall be in a state of readiness to migrate the 111 Number and 119 Number on or around one (1) Month before the OSCD or such later |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                              |                                                                                                                                                                                                                |
|---|----------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |                              | date as the Buyer (being NHS Commissioning Board only) may direct, but, in any event, no later than the day prior to the OSCD or such later date as the Buyer (being NHS Commissioning Board only) may direct. |
| B | 3.2.4.   | Firewall, LAN and/or routing |                                                                                                                                                                                                                |
| B | 3.2.4.1. |                              | The Supplier shall provide details to the Buyer of any firewall, LAN and/or routing changes required to allow the Services to operate on the Supplier's or Other Suppliers' networks.                          |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| B | 3.2.5.   | Design Solution |                                                                                                                                |
|---|----------|-----------------|--------------------------------------------------------------------------------------------------------------------------------|
| B | 3.2.5.1. |                 | The Supplier shall:                                                                                                            |
| B | (i)      |                 | design a solution capable of operating on the Supplier's or Other Suppliers' data networks with minimum modification required; |
| B | (ii)     |                 | capture and record configuration requirements with the support of Buyer; and                                                   |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                       |                                                                                                                     |
|---|----------|-----------------------|---------------------------------------------------------------------------------------------------------------------|
| B | (iii)    |                       | render the Buyer's configuration requirements as part of the low-level design document for Approval.                |
| B | 3.2.6.   | Project Management    |                                                                                                                     |
| B | 3.2.6.1. |                       | The Supplier shall comply with the Service Requirements for Project Management as specified in Paragraph 3.4 below. |
| B | 3.2.7.   | Indicative Activities |                                                                                                                     |
| B | 3.2.7.1. |                       | The Supplier shall comply with the Service Requirements set out under the                                           |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                                            |                                                                                                                                                                                                                                                           |            |
|---|----------|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
|   |          |                                            | “Indicative Activities for all Implementations” in preparing and delivering any Implementation Plan.                                                                                                                                                      | [REDACTED] |
| B | 3.2.8.   | Scottish, Wales and Northern Ireland Build |                                                                                                                                                                                                                                                           |            |
| B | 3.2.8.1. |                                            | The Implementation Plan(s) for the Supplier NPFS Services and/or SMS, as applicable shall include the build for the Buyer (being NHS Commissioning Board), NHS24 for Scotland, the Welsh Ambulance Service for Wales and the Department of Health, Social |            |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                            |                                                                                                                                                                                                                                                                                         |
|---|----------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |                            | Services and Public Safety, Northern Ireland.                                                                                                                                                                                                                                           |
| B | 3.2.9.   | New Country Implementation |                                                                                                                                                                                                                                                                                         |
| B | 3.2.9.1. |                            | In respect of the implementation of any Services to new Cluster Members, the Supplier shall establish a project as and when each Cluster Member adopts the 111 Number, in accordance with Prince2 or, if agreed by the Buyer (being NHS Commissioning Board only), similar methodology. |
| B | 3.2.9.2. |                            | The Supplier shall provide a dedicated                                                                                                                                                                                                                                                  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

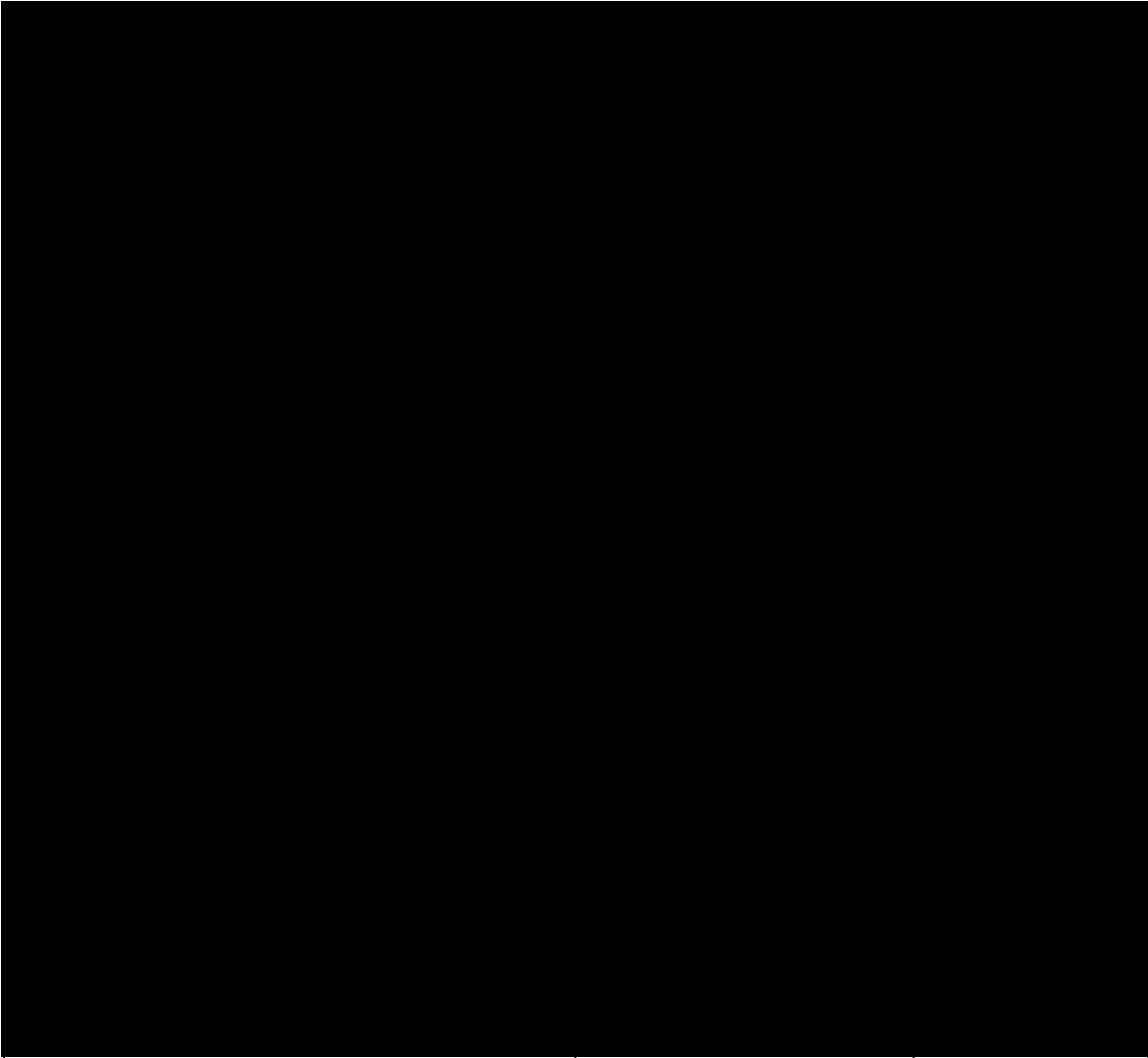
NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                                   |
|---|----------|--|-----------------------------------------------------------------------------------------------------------------------------------|
|   |          |  | and suitably qualified Project Manager with experience of similar implementations to those required under this Call-Off Contract. |
| B | 3.2.9.3. |  | The Supplier shall produce all project documentation in Prince2 format in accordance with Paragraph 3.4 below, including:         |



**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|   |      |  |                              |
|---|------|--|------------------------------|
|   |      |  |                              |
| B | (i)  |  | Project Initiation Document; |
| B | (ii) |  | plan;                        |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                        |
|---|----------|--|------------------------------------------------------------------------------------------------------------------------|
|   |          |  |                                                                                                                        |
| B | (iii)    |  | design; and                                                                                                            |
| B | (iv)     |  | risk and issues log.                                                                                                   |
| B | 3.2.9.4. |  | The Supplier shall provide a fully operational and tested service by the date defined in the Change Authorisation Note |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                      |
|---|----------|--|------------------------------------------------------------------------------------------------------|
|   |          |  | for the Cluster Member implementation.                                                               |
| B | 3.2.9.5. |  | The Supplier shall:                                                                                  |
| B | (i)      |  | capture and record configuration requirements with the support of the Buyer; and                     |
| B | (ii)     |  | render the Buyer's configuration requirements as part of the low-level design document for Approval. |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

**3.3. Higher Level Service Requirements**

| <b>Higher Level Service Requirements</b> | <b>Overview</b>                                                                                                          |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
|                                          | The Services provided by the Supplier shall adhere to the High-level Service Requirements set out in this Paragraph 3.3. |

| <b>Part</b> | <b>CI / Ref</b> | <b>Element of Service Requirements</b> | <b>Service Requirements / Supplier Responsibility</b> | <b>Supplier Solution to meet the Service Requirements</b> | <b>Buyer Responsibilities (if any)</b> | <b>“Compliant” or “Non-Compliant” with the Service Requirement</b> | <b>RFP Response Cross-reference</b> |
|-------------|-----------------|----------------------------------------|-------------------------------------------------------|-----------------------------------------------------------|----------------------------------------|--------------------------------------------------------------------|-------------------------------------|
| B           | 3.3.1.          | Functionality                          | The Supplier shall:                                   |                                                           |                                        |                                                                    |                                     |
| B           | 3.3.1.1.        |                                        |                                                       |                                                           |                                        |                                                                    |                                     |
| B           | (i)             |                                        | host the 111 Number and 119 Number;                   |                                                           |                                        |                                                                    |                                     |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                                                                                                                           |  |
|---|-------|--|---------------------------------------------------------------------------------------------------------------------------|--|
|   |       |  |                                                                                                                           |  |
| B | (ii)  |  | provide Services that effectively block Phantom Calls to the 111 Numbers without adversely impacting the user experience; |  |
| B | (iii) |  | host the NPFS 0800 numbers, other Non-Geographic-Numbers (NGN) and resilient geographic numbers;                          |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | (iv) | identify the origin of all mobile, landline, Wi-Fi and VoIP calls in to enable them to be routed to the correct provider area and service, this may be based on NING, mobile mast or mobile zone information and using GPS data from devices in the future. In addition, an IVR solution should be provided to request the caller's location, based on Town, City (or in the case of London nearest tube station), to provide the location of the caller; |
| B | (v)  | route or signpost calls appropriately based on business rules, metadata                                                                                                                                                                                                                                                                                                                                                                                   |

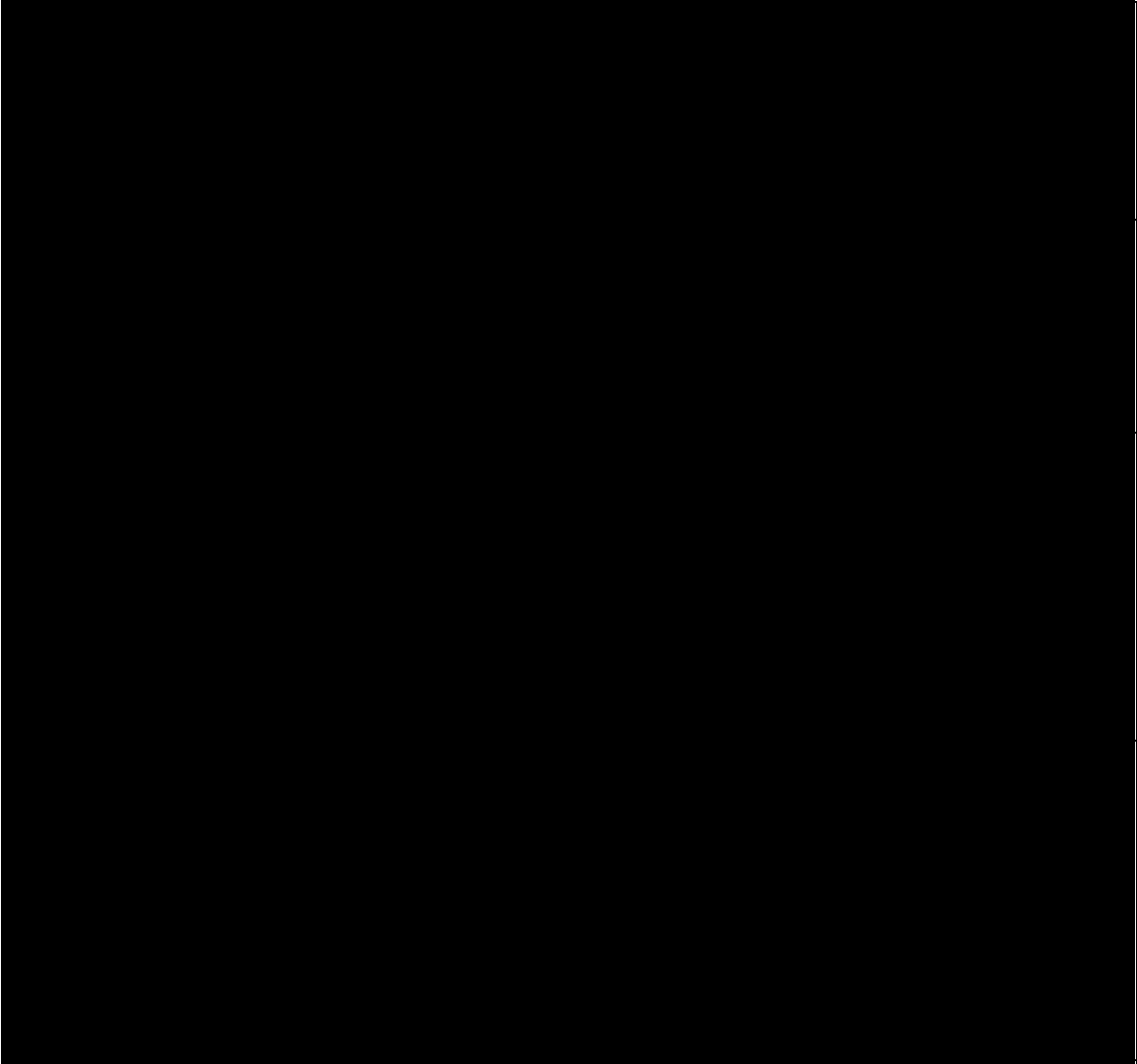
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                                                                                                                      |
|---|-------|--|----------------------------------------------------------------------------------------------------------------------|
|   |       |  | presented with the call and information gathered from the caller using IVR or Voice Recognition;                     |
| B | (vi)  |  | provide Services capable of offering individually branded and tailored user experience for each of the UK Countries; |
| B | (vii) |  | deliver calls to designated Contact Centres; and                                                                     |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |              |                                                                                                |
|---|----------|--------------|------------------------------------------------------------------------------------------------|
|   |          |              |                                                                                                |
| B | (viii)   |              | provide the ability to pull real time and historical Management Information (MI) to the Buyer. |
| B | 3.3.2.   | Availability |                                                                                                |
| B | 3.3.2.1. |              | The Supplier shall:                                                                            |
| B | (i)      |              | provide the Services in accordance with this Call-Off Schedule and Call-Off                    |



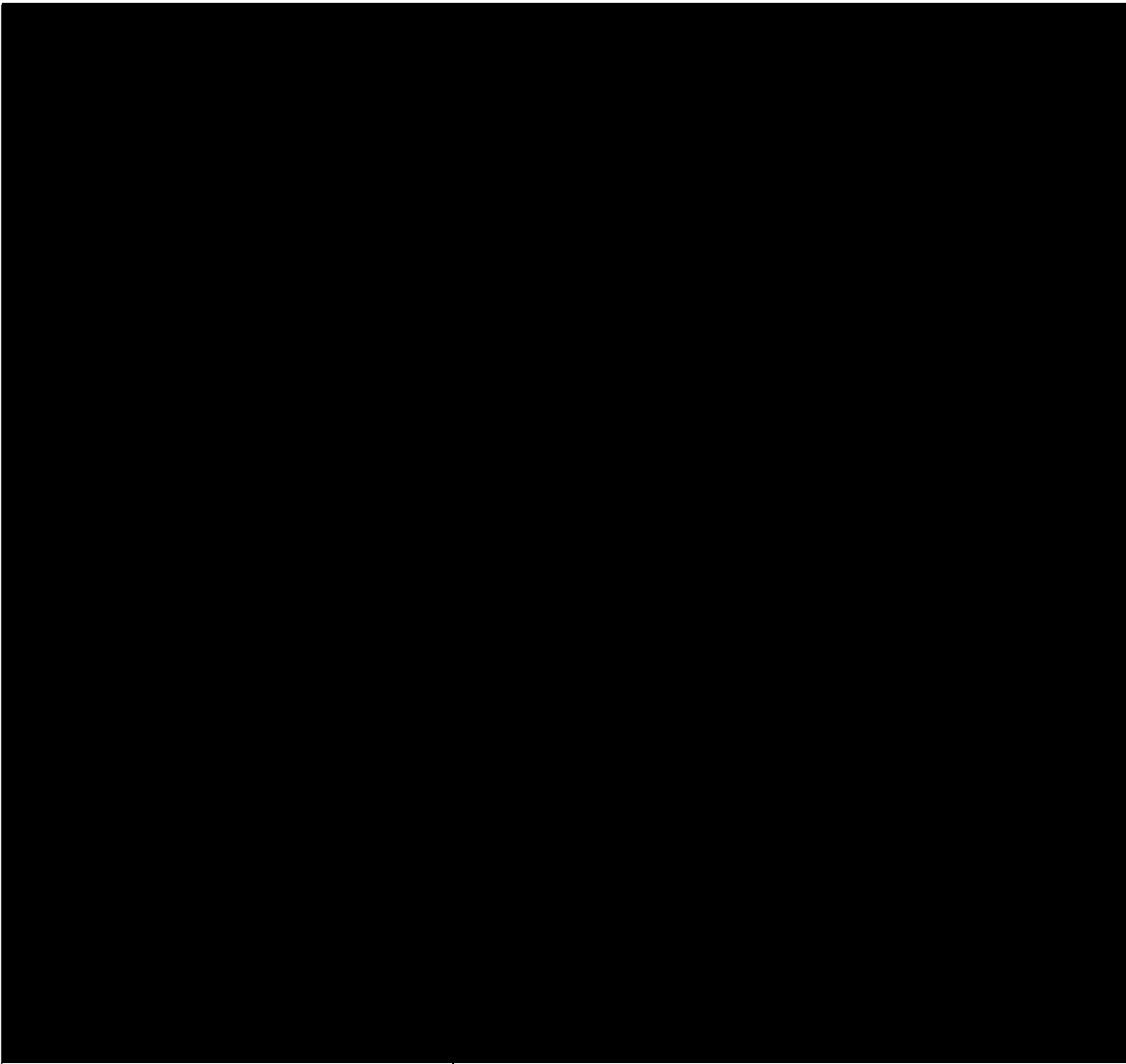
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |      |  |                                                                                                                                                                  |
|---|------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |      |  | Schedule 14 (Service Levels); and                                                                                                                                |
| B | (ii) |  | provide appropriate levels of resilience so as to minimise the impact of Business Continuity Events and Disasters in accordance with Call-Off Schedule 8 (BCDR). |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                           |  |                                                                               |
|---|----------|---------------------------|--|-------------------------------------------------------------------------------|
|   |          |                           |  |                                                                               |
| B | 3.3.3.   | Service<br>Delivery Model |  |                                                                               |
| B | 3.3.3.1. |                           |  | The Supplier shall:                                                           |
| B | (i)      |                           |  | support and maintain the<br>Services;                                         |
| B | (ii)     |                           |  | support the Supplier's service<br>delivery partners and/or<br>Subcontractors; |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                                                                                                                                                                                                                   |
|---|-------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | (iii) |  | manage the process of ensuring that Other Suppliers carry the 111 Number and 119 Number and other non-geographic numbers, and identify where escalation by the Buyer (being NHS Commissioning Board) is required; |
| B | (iv)  |  | provide a 24/7/365 Service Desk to the Buyer to manage:                                                                                                                                                           |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |     |  |                                                                                                                                                                                                                                    |  |
|---|-----|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|   |     |  |                                                                                                                                                                                                                                    |  |
| B | (a) |  | Services issues; and                                                                                                                                                                                                               |  |
| B | (b) |  | UK telecommunications provider issues relating to the carrying and relay of the 111 Number and 119 Number and other non-geographic numbers and identify where escalation by the Buyer (being NHS Commissioning Board) is required; |  |

**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|   |     |  |                                                                                                        |  |
|---|-----|--|--------------------------------------------------------------------------------------------------------|--|
|   |     |  |                                                                                                        |  |
| B | (v) |  | provide proactive monitoring of key elements of the Services, both Component status and traffic flows; |  |

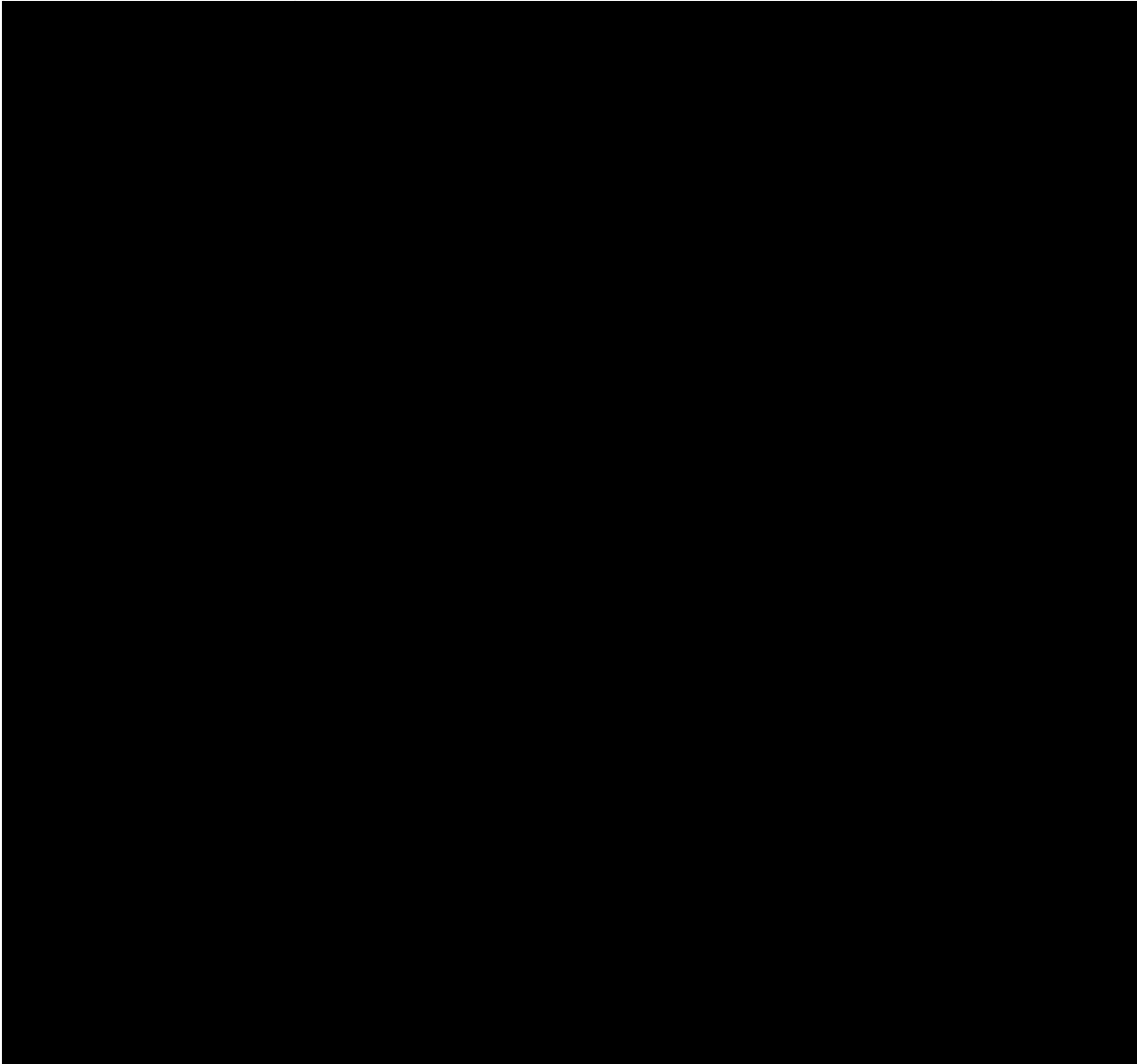
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |        |  |                                                                                                                           |
|---|--------|--|---------------------------------------------------------------------------------------------------------------------------|
| B | (vi)   |  | provide a dedicated account lead to liaise and interact with the Buyer;                                                   |
| B | (vii)  |  | provide a billing function which fulfils the billing and invoicing requirements of Call-Off Schedule 5 (Pricing Details); |
| B | (viii) |  | provide a billing function capable of invoicing Cluster                                                                   |

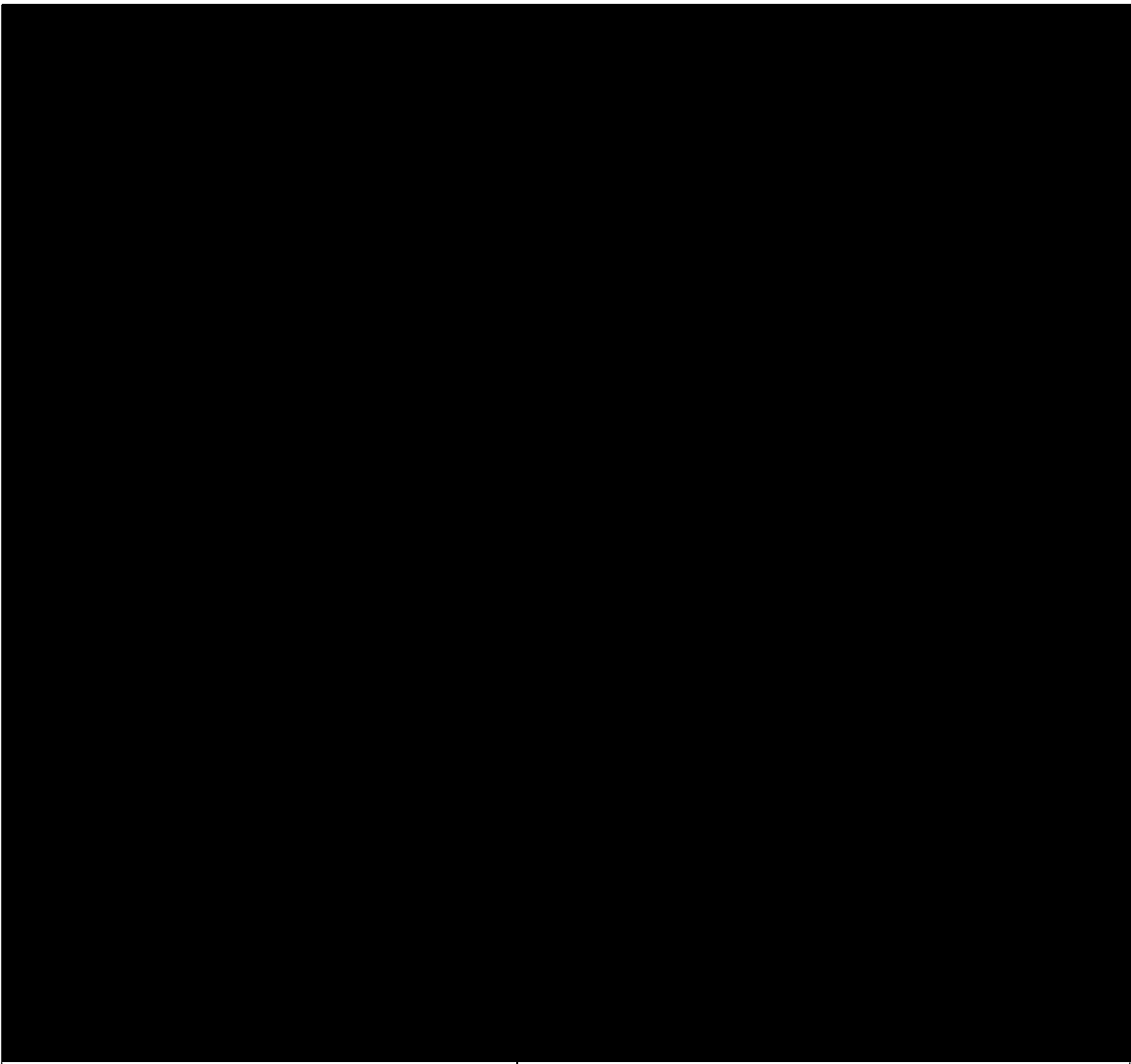


**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |      |  |                                                                                                                           |                                                                                     |
|---|------|--|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|   |      |  | Members for directly attributable Costs; and                                                                              |  |
| B | (ix) |  | provide a billing function capable of invoicing Cluster Members for indirect costs using a formula provided by the Buyer. |                                                                                     |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---|----------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| B | 3.3.4.   | Scalability |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| B | 3.3.4.1. |             | The Supplier shall:                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| B | (i)      |             | promptly respond to and meet significant increases and decreases in call volumes. For the avoidance of doubt and without prejudice to Paragraphs 3.3.4.1(iii), 3.3.12.1, 3.5.1.5 and 3.6.2.1 below, the Supplier acknowledges and agrees that the volumetrics in Appendix 1 of this Call-Off Schedule do not represent any commitment, representation, obligation or guarantee that such volumes will be provided, met or made available by the Buyer under this Call-Off Contract; |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |             |  |                                                                                                                                                                                                                                                     |
|---|----------|-------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |             |  |                                                                                                                                                                                                                                                     |
| B | (ii)     |             |  | provide a Call-Off Catalogue of Pre-Defined Service Requests, the cost of each being either included in the Charges or the associated charge will also be pre-defined, as more particularly described in Call-Off Schedule 5 (Pricing Details); and |
| B | (iii)    |             |  | provide Services capable of handling the predicted call volumes, as such volumes are identified in Appendix 1 of this Call-Off Schedule.                                                                                                            |
| B | 3.3.5.   | Flexibility |  |                                                                                                                                                                                                                                                     |
| B | 3.3.5.1. |             |  | The Supplier shall enable the introduction of new innovative technologies to improve                                                                                                                                                                |

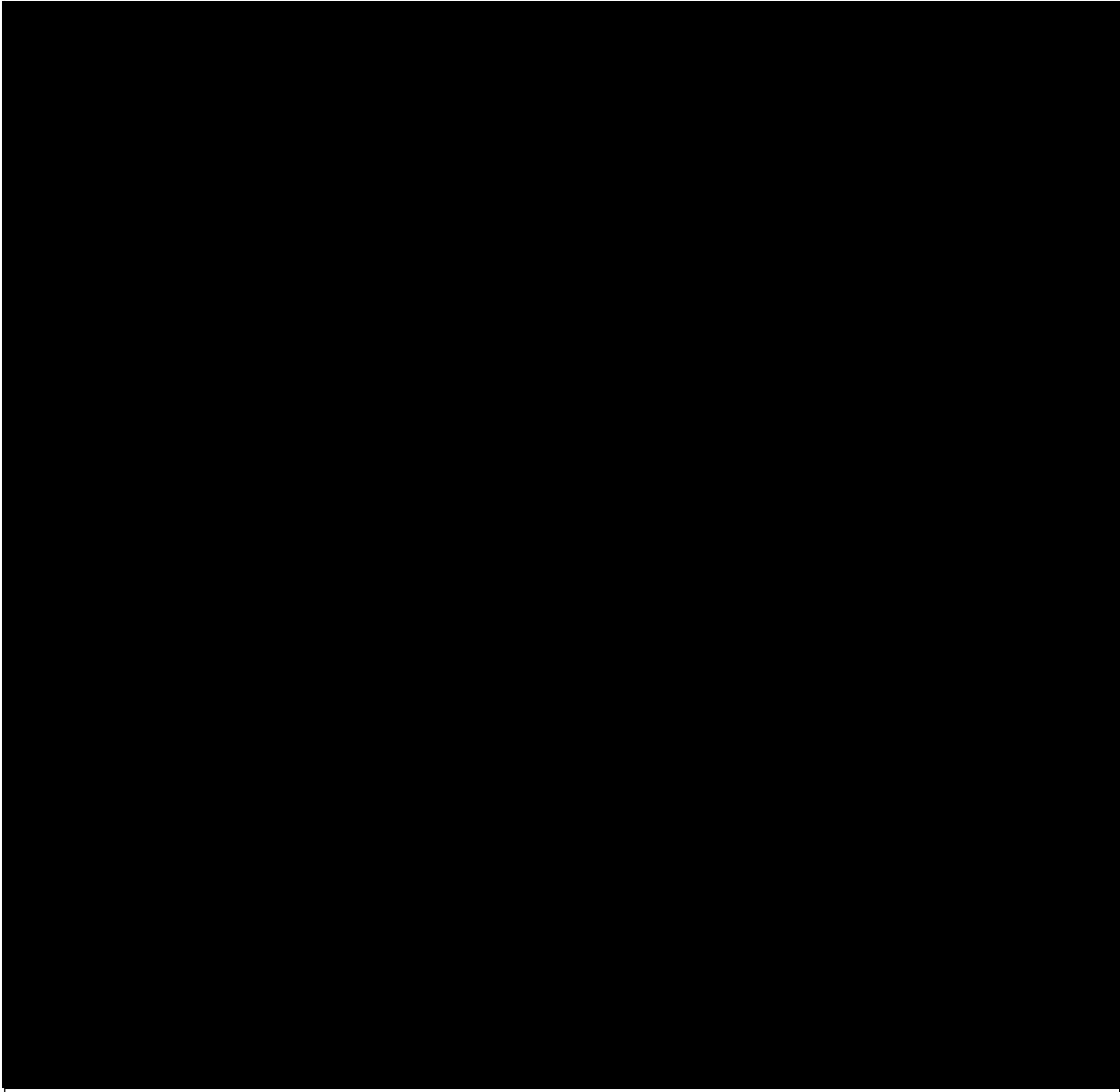
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

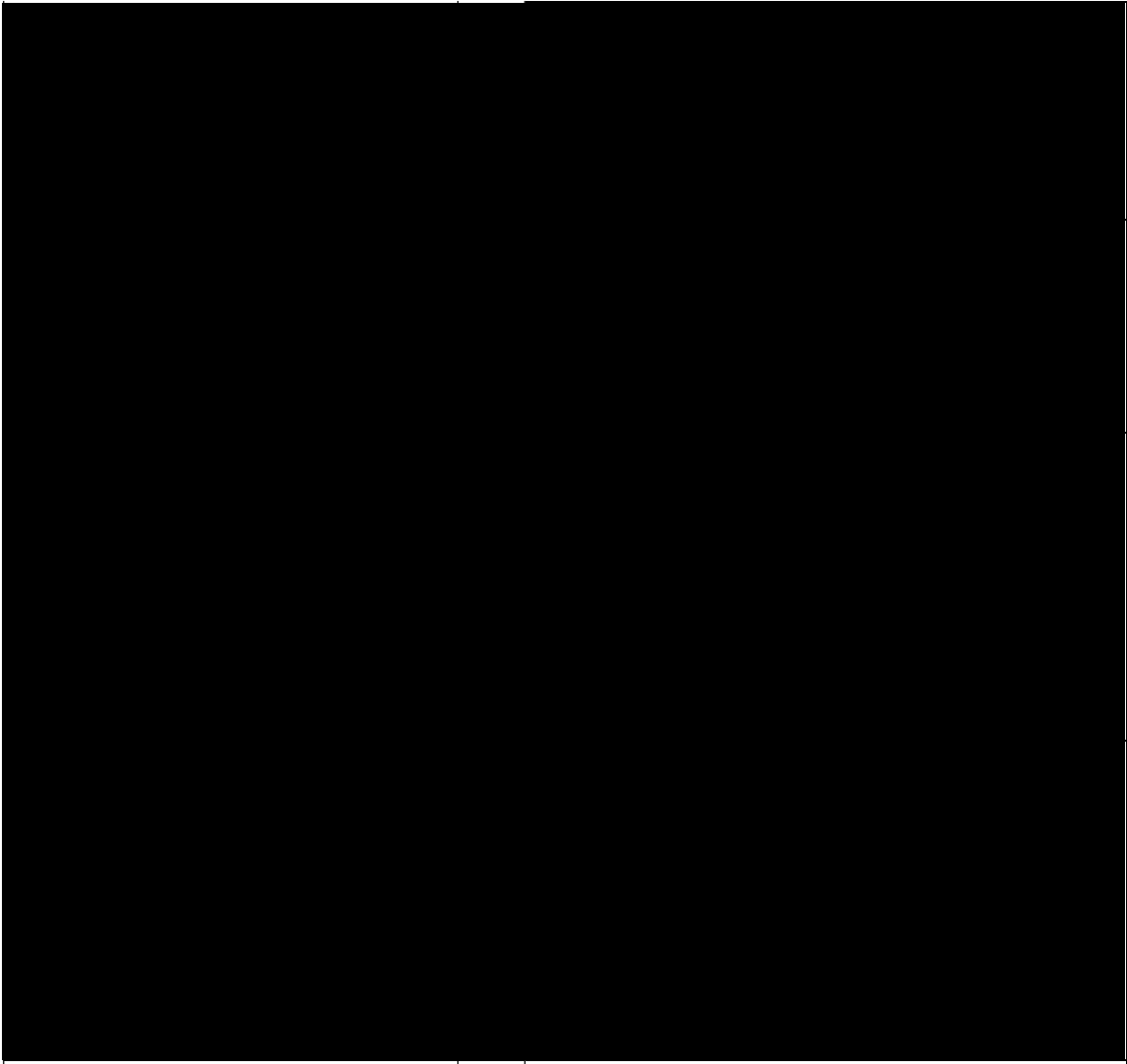
NHS Commissioning Board Copyright 2020

|  |  |  |                                                        |
|--|--|--|--------------------------------------------------------|
|  |  |  | patient / caller experience and drive cost reductions. |
|--|--|--|--------------------------------------------------------|



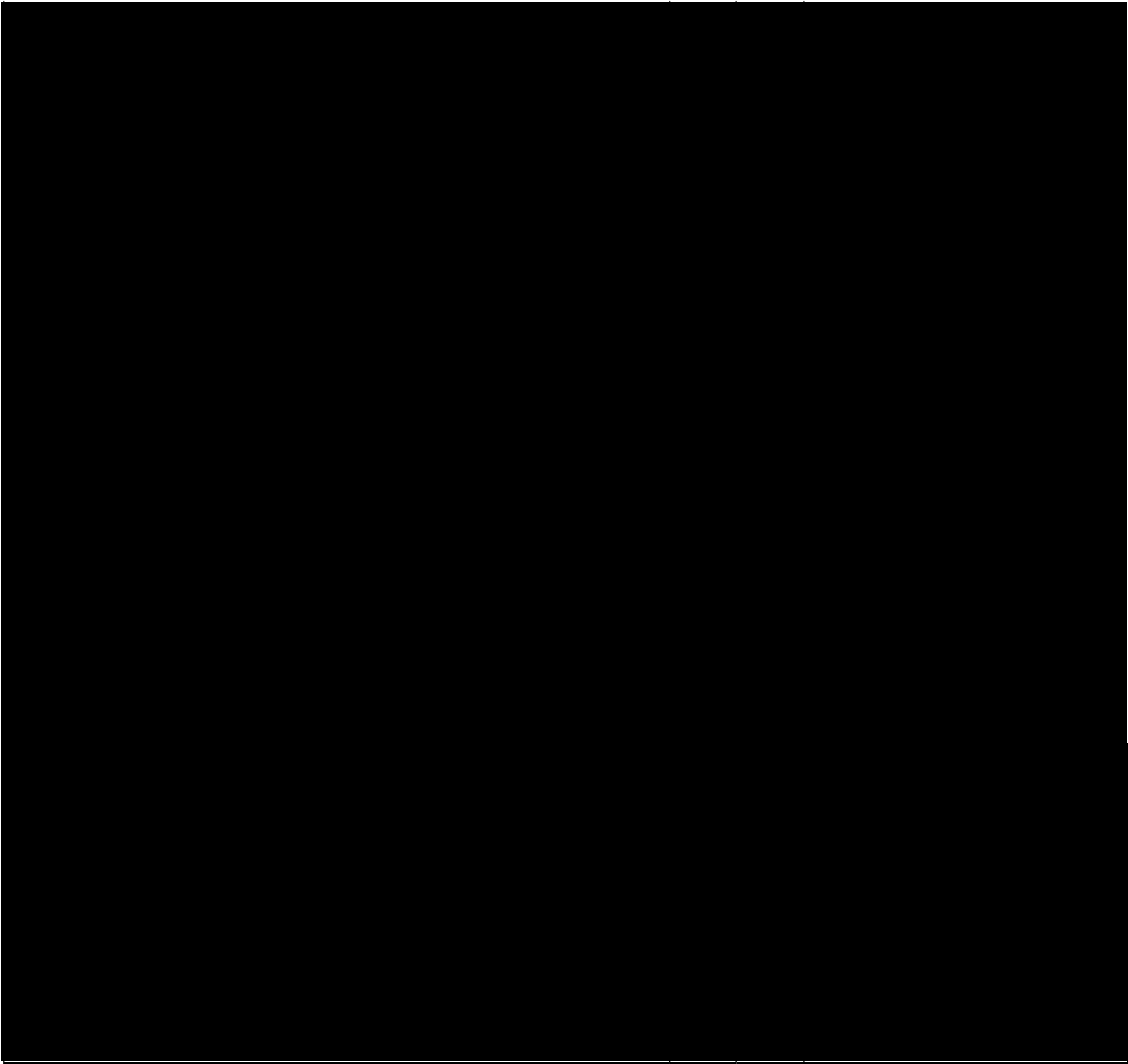
**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|   |          |          |                                                                                                 |
|---|----------|----------|-------------------------------------------------------------------------------------------------|
|   |          |          |                                                                                                 |
| B | 3.3.6.   | Security |                                                                                                 |
| B | 3.3.6.1. |          | The Supplier shall provide a secure solution in accordance with Call-Off Schedule 9 (Security). |



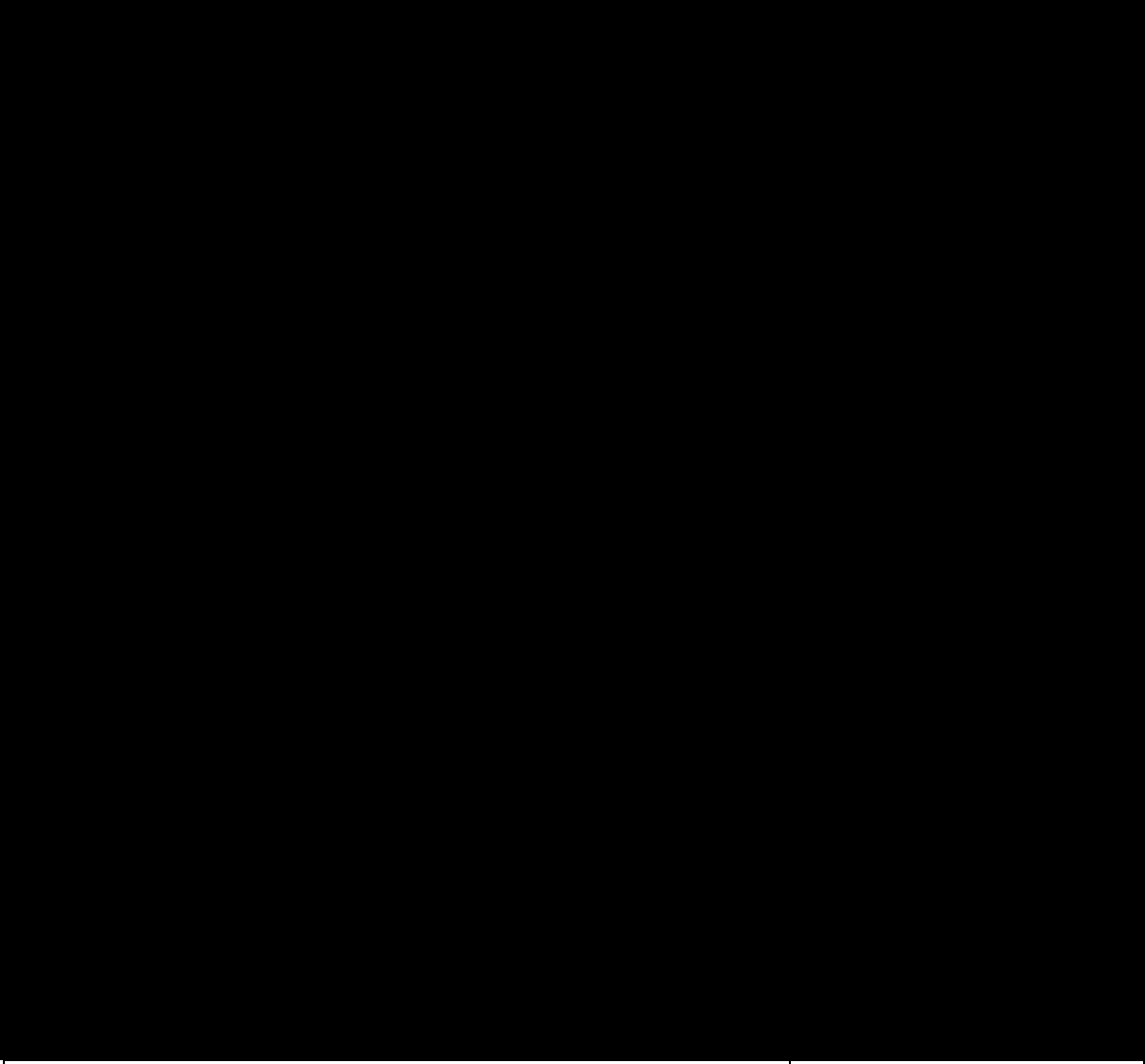
**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|   |          |                |                                                            |
|---|----------|----------------|------------------------------------------------------------|
|   |          |                |                                                            |
| B | 3.3.7.   | Sustainability |                                                            |
| B | 3.3.7.1. |                | The Supplier shall:                                        |
| B | (i)      |                | maximise the environmental sustainability of the Services; |



**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|   |      |  |                                              |
|---|------|--|----------------------------------------------|
|   |      |  |                                              |
| B | (ii) |  | enable more sustainable ways of working; and |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |            |                                                                                                                                                                              |
|---|----------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |            |                                                                                                                                                                              |
| B | (iii)    |            | provide the Services in accordance with Call-Off Schedule 27 (Corporate Social Responsibility).                                                                              |
| B | 3.3.8.   | Commercial |                                                                                                                                                                              |
| B | 3.3.8.1. |            | The Supplier shall negotiate competitive rates with other UK telecommunications providers to carry and relay the 111 Number and 119 Number and other non-geographic numbers. |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

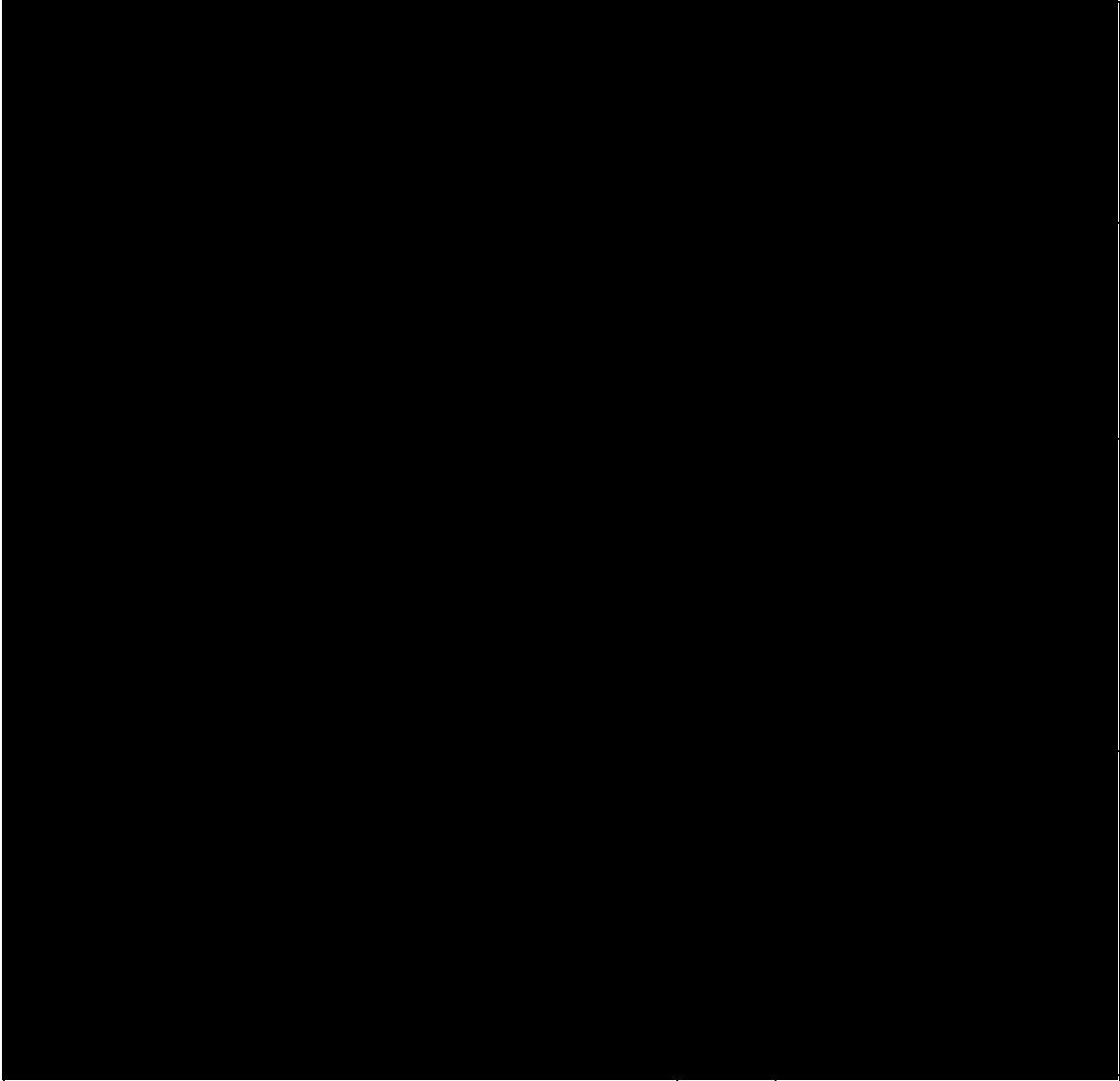
Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                |  |                                                                                                                                                                                           |
|---|----------|----------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |                |  |                                                                                                                                                                                           |
| B | 3.3.8.2. |                |  | The Supplier shall sign-up to the NHS England "Supplier Code of Conduct" as updated from time to time and attached at Appendix 2 of this Call-Off Schedule.                               |
| B | 3.3.9.   | Implementation |  |                                                                                                                                                                                           |
| B | 3.3.9.1. |                |  | The Supplier shall ensure a smooth and seamless transition using approved project management methodologies and in accordance with Call-Off Schedule 13 (Implementation Plan and Testing). |

**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|   |         |                  |                                                                                                                                                                             |
|---|---------|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |         |                  |                                                                                                                                                                             |
| B | 3.3.10. | Functional Scope |                                                                                                                                                                             |
| B | 3.3.10. |                  | The Services shall fulfil the Service Requirements, including the following functional scope requirements, with those at (v) and (xiii) to (xx) being within England only): |





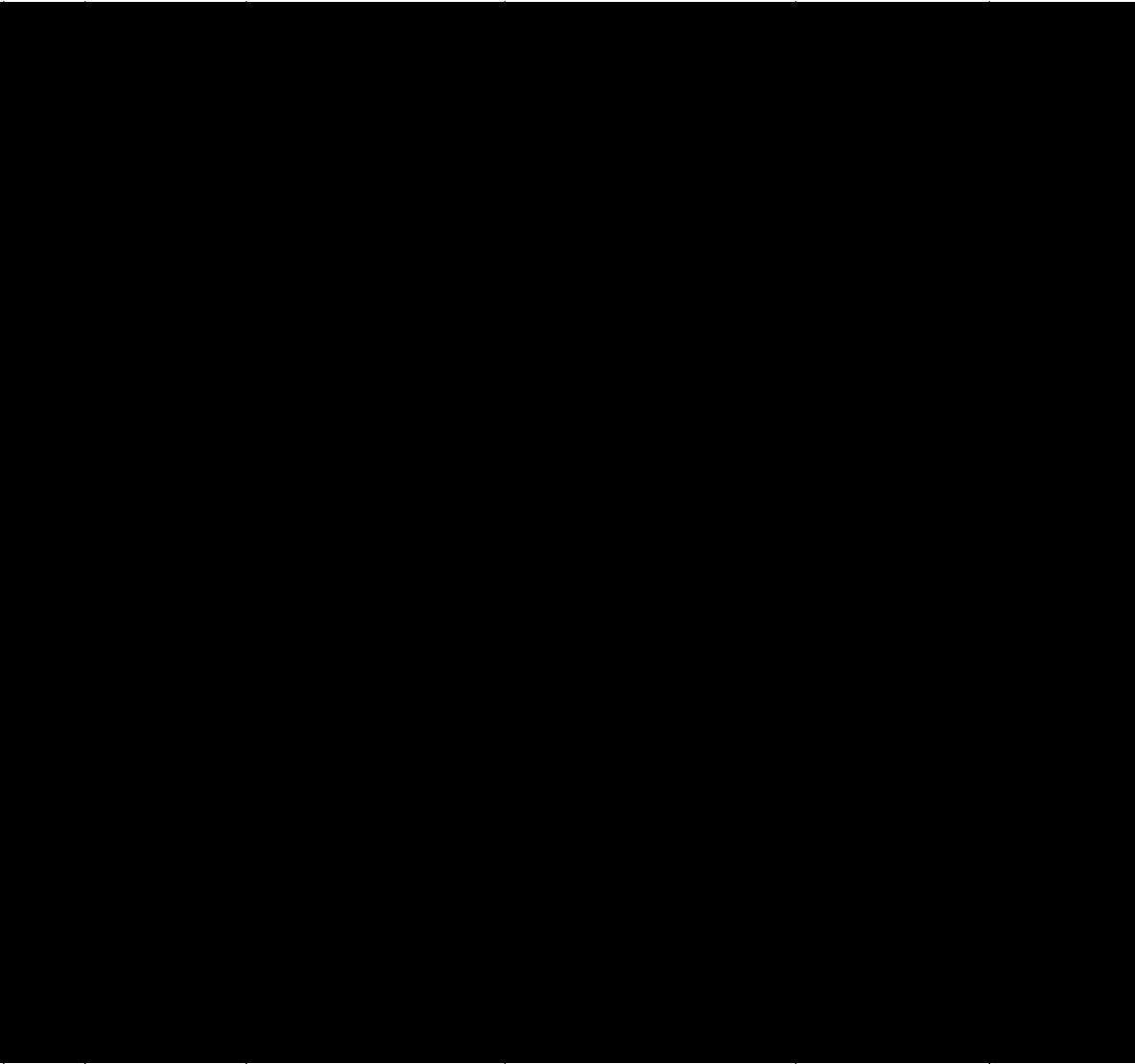
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

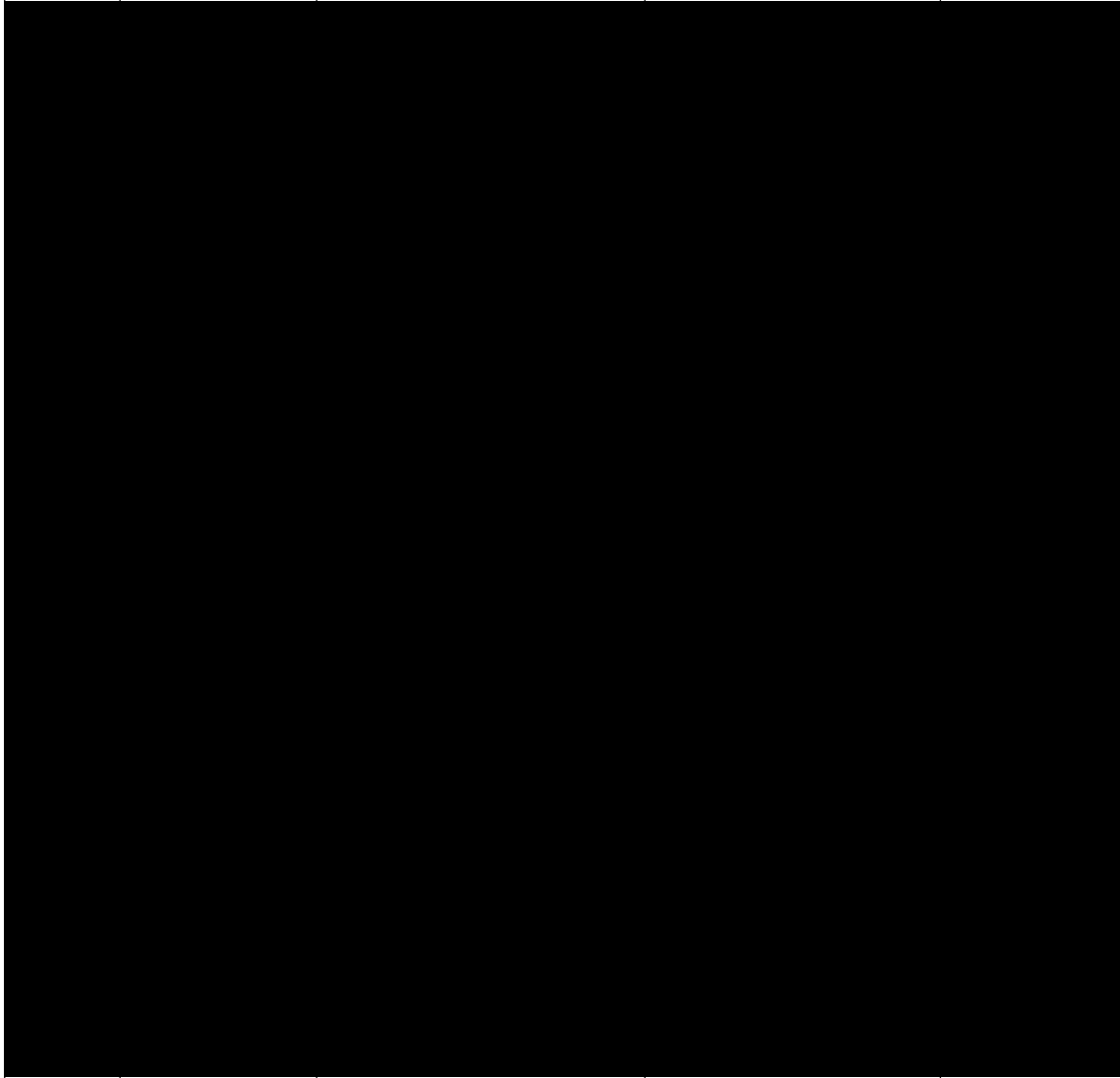
NHS Commissioning Board Copyright 2020

|   |       |  |                                                                                                                  |  |
|---|-------|--|------------------------------------------------------------------------------------------------------------------|--|
|   |       |  |                                                                                                                  |  |
| B | (i)   |  | hosting any non-geographic numbers (NGN);                                                                        |  |
| B | (ii)  |  | all network level call treatment;                                                                                |  |
| B | (iii) |  | location identification services for both landline and mobile using appended digits (mobile cell, zone and NNG); |  |
| B | (iv)  |  | IVR functionality;                                                                                               |  |
| B | (v)   |  | NLP functionality (as an item in the Call-Off Catalogue);                                                        |  |



**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|   |        |  |                                                                                                                                                                                                                |  |
|---|--------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|   |        |  |                                                                                                                                                                                                                |  |
| B | (vi)   |  | announcement capability;                                                                                                                                                                                       |  |
| B | (vii)  |  | provision of any databases required to provide the Services;                                                                                                                                                   |  |
| B | (viii) |  | provision of an automatic response to SMS messages to the 111 Number, informing the caller that the number is not available for 111 Calls (until such time as access to the 111 Service via SMS is activated); |  |
| B | (ix)   |  | backup solutions and devices;                                                                                                                                                                                  |  |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |        |  |                                                                                                                                                       |
|---|--------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |        |  |                                                                                                                                                       |
| B | (x)    |  | delivery of calls to Contact Centres both on and off the Supplier's network;                                                                          |
| B | (xi)   |  | provision of real time and historical MI to the Buyer;                                                                                                |
| B | (xii)  |  | provision of any MI interfaces to the Buyer and Cluster Members;                                                                                      |
| B | (xiii) |  | provision of a near-real-time dashboard for the presentation of MI at national, local and provider level (see Paragraph 3.9.4 for additional detail); |
| B | (xiv)  |  | provision of any Contact Centre interfaces required (excluding ISDN but including                                                                     |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |        |  |                                                                                                                                                                                                                                                       |
|---|--------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |        |  | any ACD monitoring hardware and associated WAN connectivity);                                                                                                                                                                                         |
| B | (xv)   |  | provision of any security devices;                                                                                                                                                                                                                    |
| B | (xvi)  |  | provision of automatic functionality that allows calls to overflow to other applicable Contact Centres if they are not being delivered within pre-defined parameters;                                                                                 |
| B | (xvii) |  | provision of a secure method (unique 6 PIN for named individuals, who will have access to the system) of remotely redirecting calls away from a provider location in the event that through technical failure or other factors where the provider can |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |         |  |                                                                                                                                                                                              |
|---|---------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |         |  | no longer take the calls (this should allow a graduated percentage split i.e. 10%, 20%, 30%, 40%, 50% etc., of calls to be redirect up to 100%), see Paragraph 3.9.3 for further detail;     |
| B | (xviii) |  | provision of a facility to automatically send SMS messages/notifications to a pre-defined set of callers (see Paragraph 3.6.5 for further details);                                          |
| B | (xix)   |  | provision of a means through a hidden IVR options to allow health care providers to interrupt the normal call flow and have their call transferred to a specialist function or endpoint; and |
| B | (xx)    |  | provide a British Sign Language (BSL) translation service for caller where BSL is their language of choice (see Paragraph 3.12.7.1 for further details).                                     |

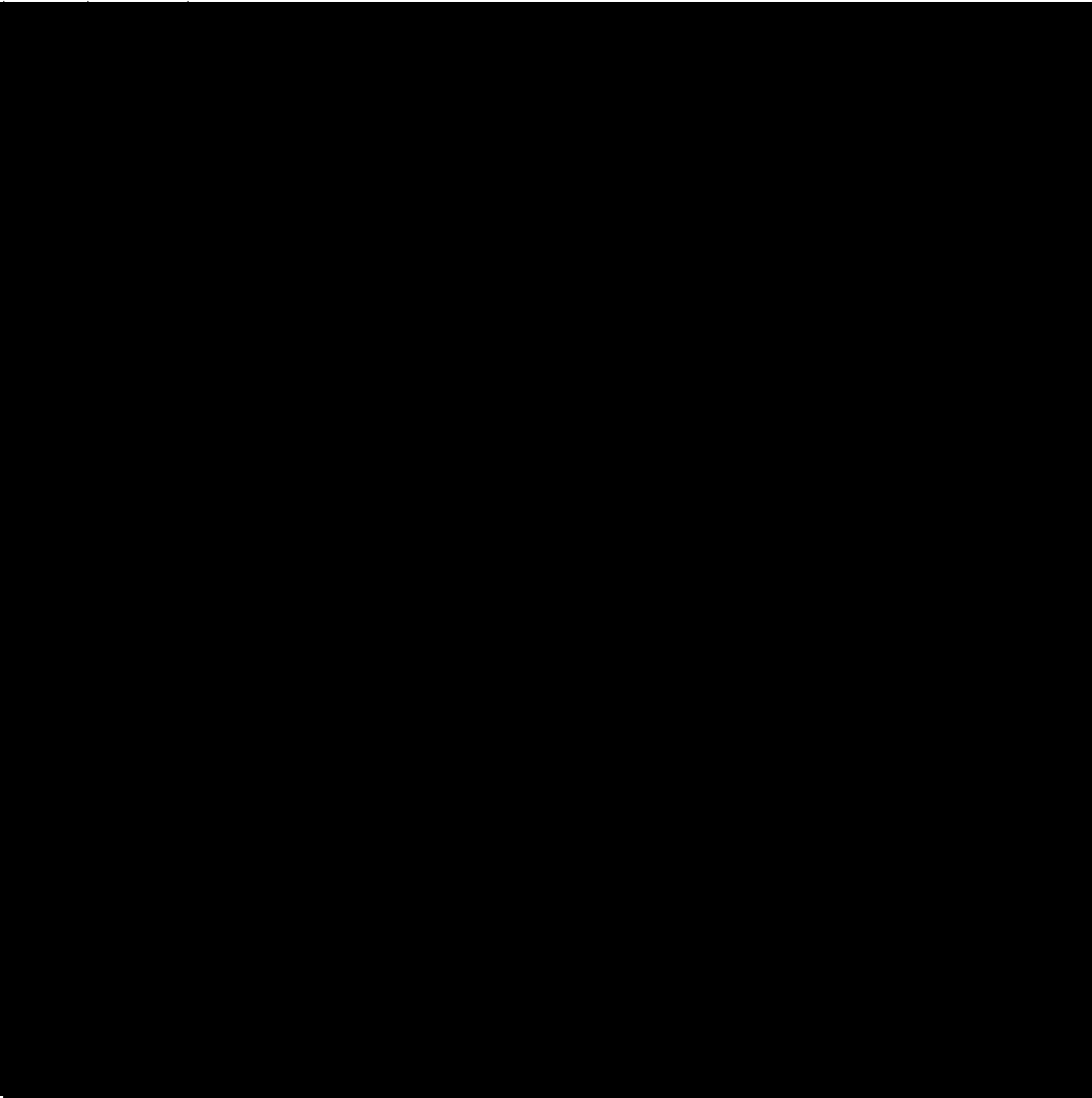
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |         |                      |  |                                                                                                                                    |
|---|---------|----------------------|--|------------------------------------------------------------------------------------------------------------------------------------|
|   |         |                      |  |                                                                                                                                    |
| B | 3.3.11. | Non-Functional Scope |  |                                                                                                                                    |
| B | 3.3.11. |                      |  | The Supplier shall ensure the Services fulfil the Service Requirements, including the following non-functional scope requirements: |

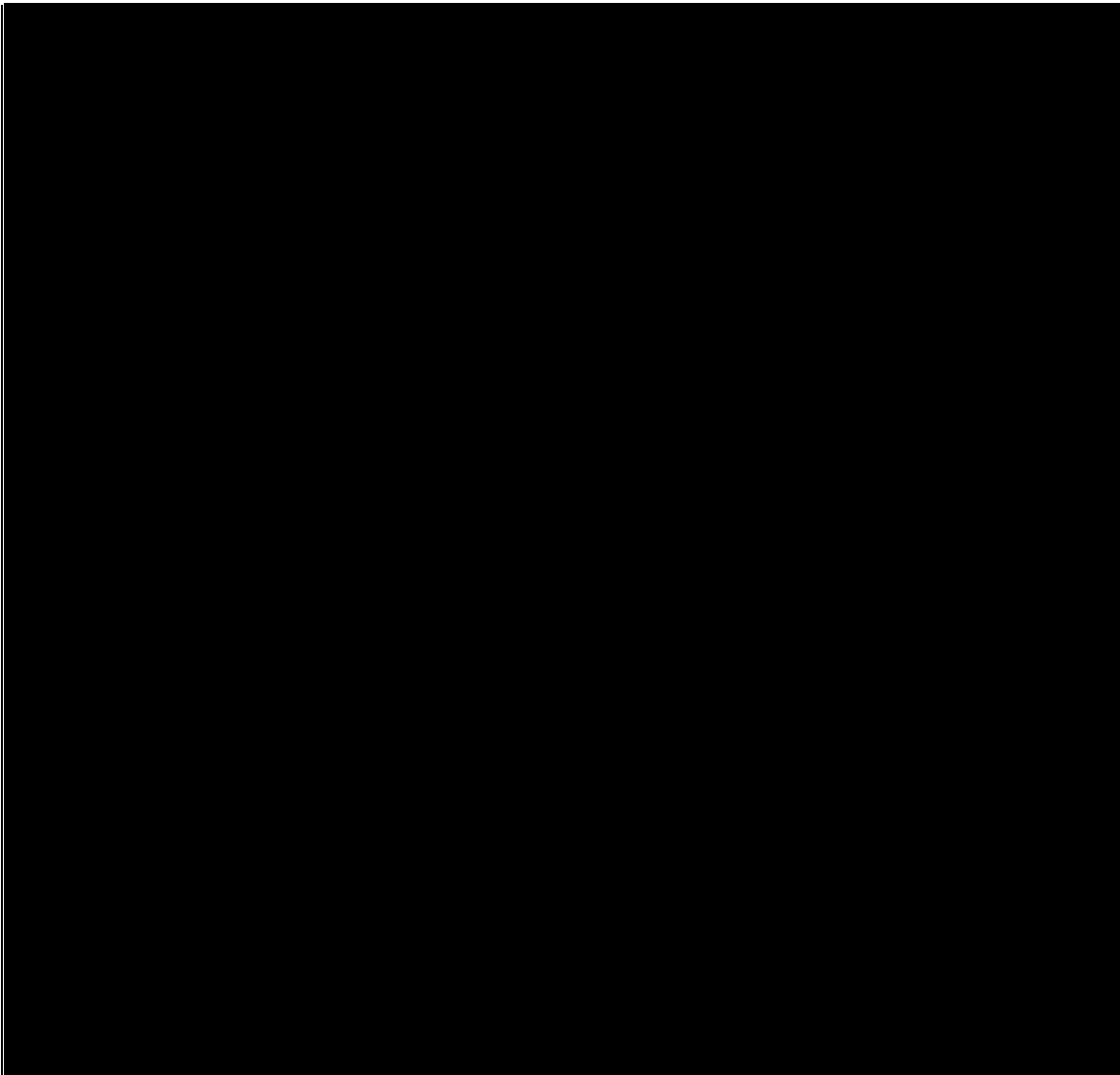


**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |     |                                                            |                                                                                     |
|---|-----|------------------------------------------------------------|-------------------------------------------------------------------------------------|
| B | (i) | Services covering the full-service lifecycle must include: |  |
| B | (a) | project management;                                        |                                                                                     |
| B | (b) | provision of Documentation;                                |                                                                                     |

**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|   |     |  |                             |  |
|---|-----|--|-----------------------------|--|
|   |     |  |                             |  |
| B | (c) |  | risks and issue management; |  |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

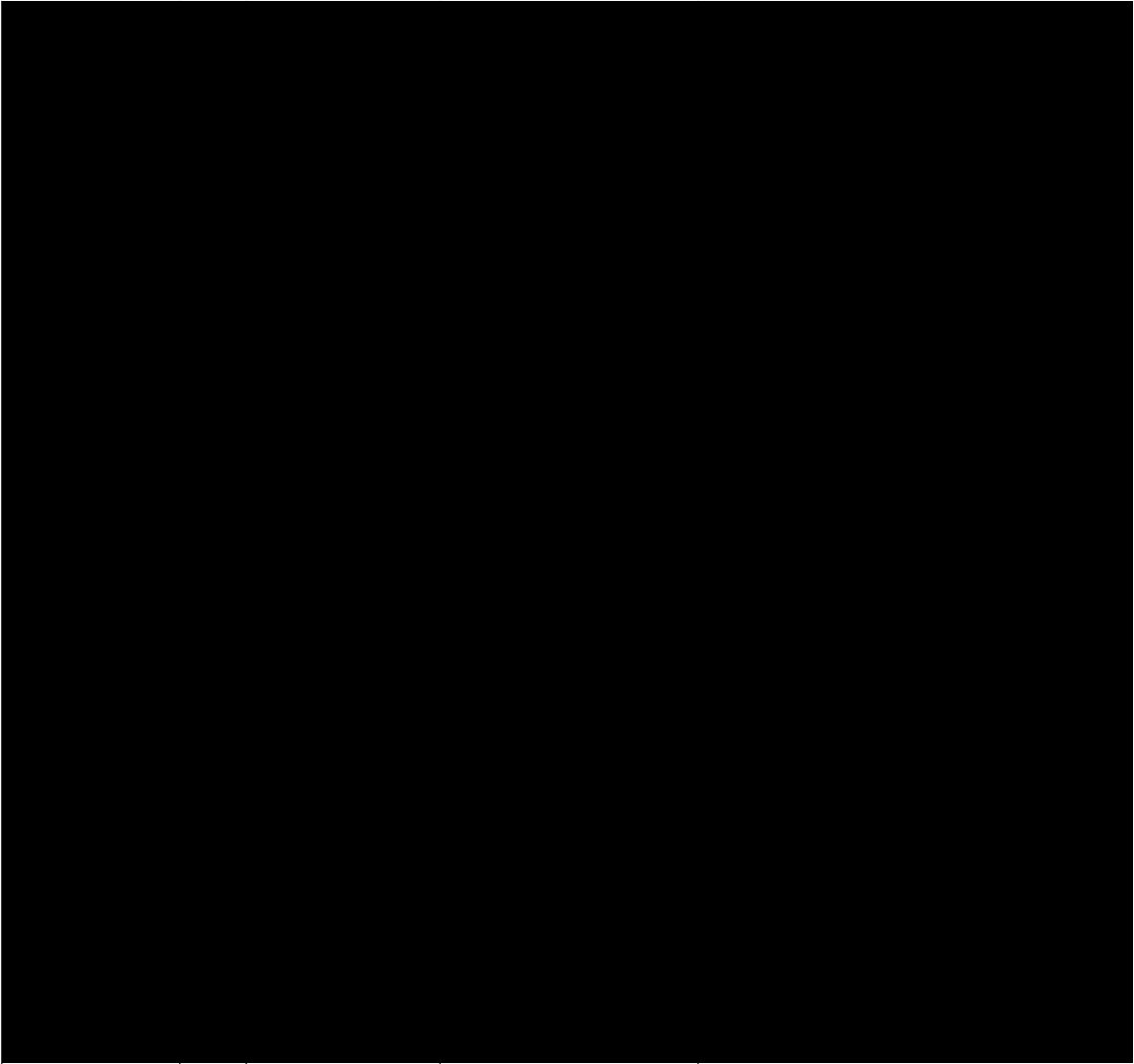
NHS Commissioning Board Copyright 2020

|   |     |                                               |  |
|---|-----|-----------------------------------------------|--|
|   |     |                                               |  |
| B | (d) | communications management;                    |  |
| B | (e) | asset and configuration management processes; |  |



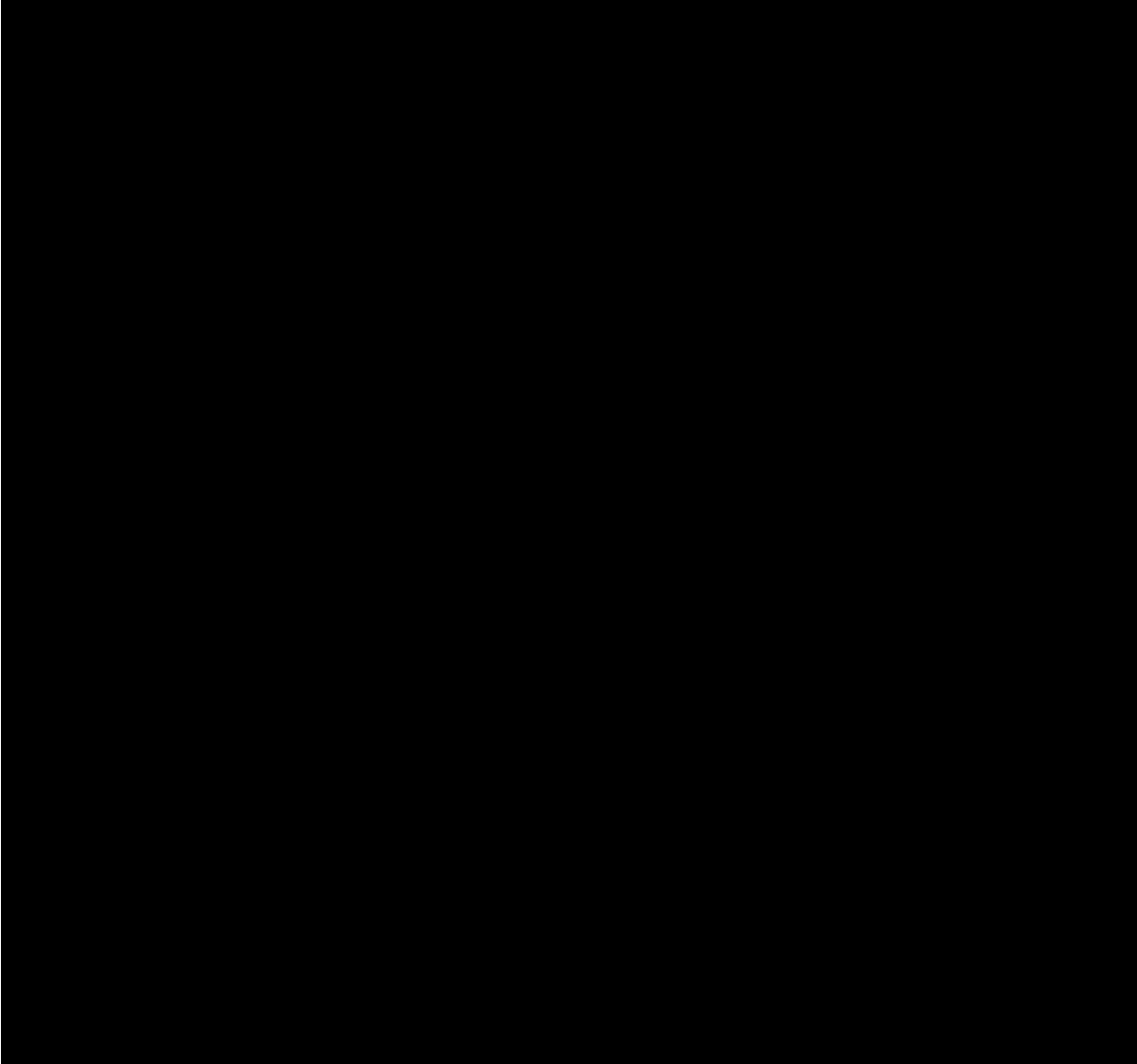
**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|   |     |  |                 |  |
|---|-----|--|-----------------|--|
|   |     |  |                 |  |
| B | (f) |  | sustainability; |  |
| B | (g) |  | security;       |  |
| B | (h) |  | design;         |  |
| B | (i) |  | implementation; |  |



**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|   |     |             |  |  |
|---|-----|-------------|--|--|
|   |     |             |  |  |
| B | (j) | training;   |  |  |
| B | (k) | operations; |  |  |



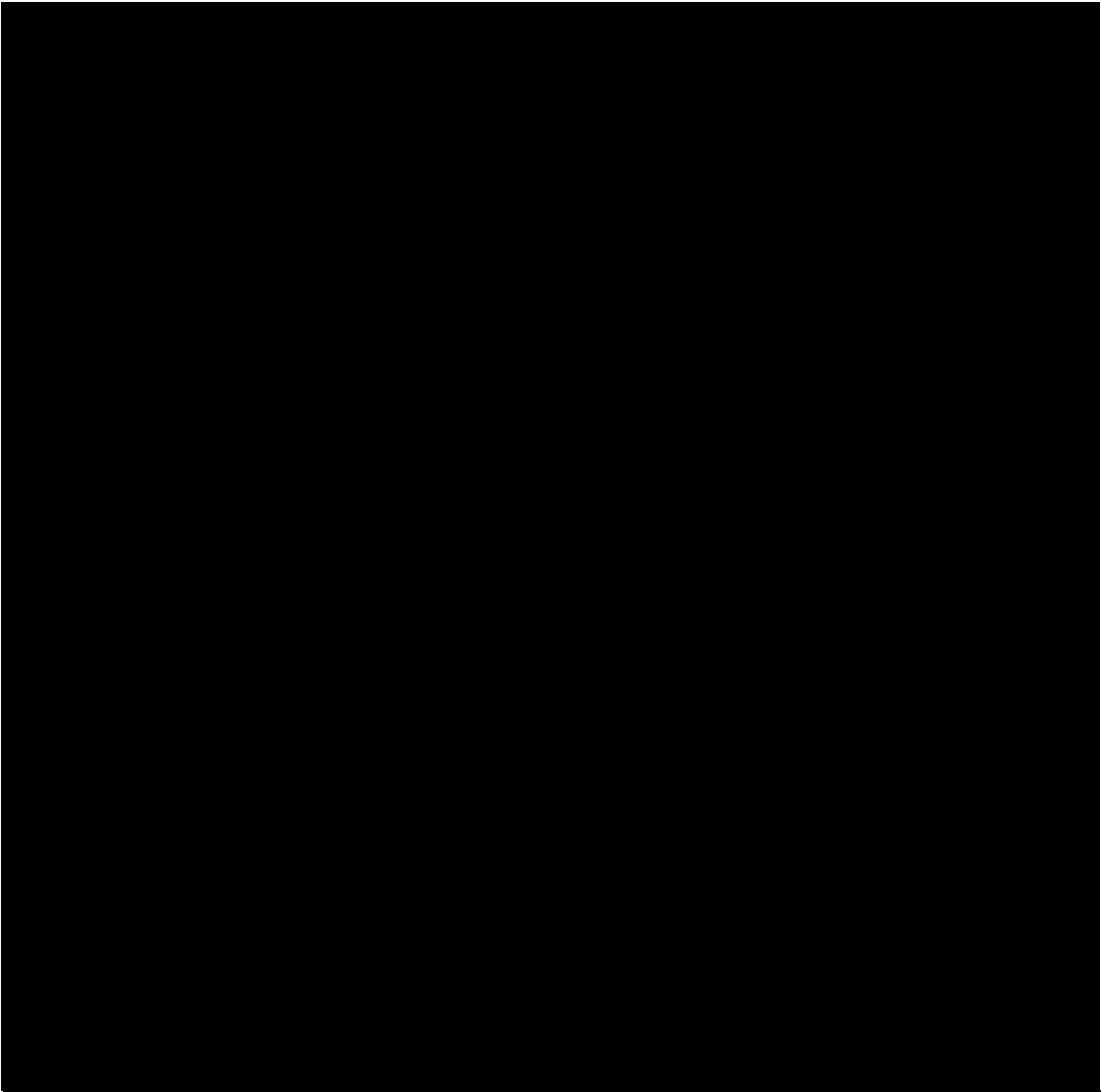
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |      |  |                                                                                                            |
|---|------|--|------------------------------------------------------------------------------------------------------------|
|   |      |  |                                                                                                            |
| B | (l)  |  | termination; and                                                                                           |
| B | (m)  |  | service levels and key performance indicators;                                                             |
| B | (ii) |  | provision of all hardware and software required to deliver the Services and meet the Service Requirements; |



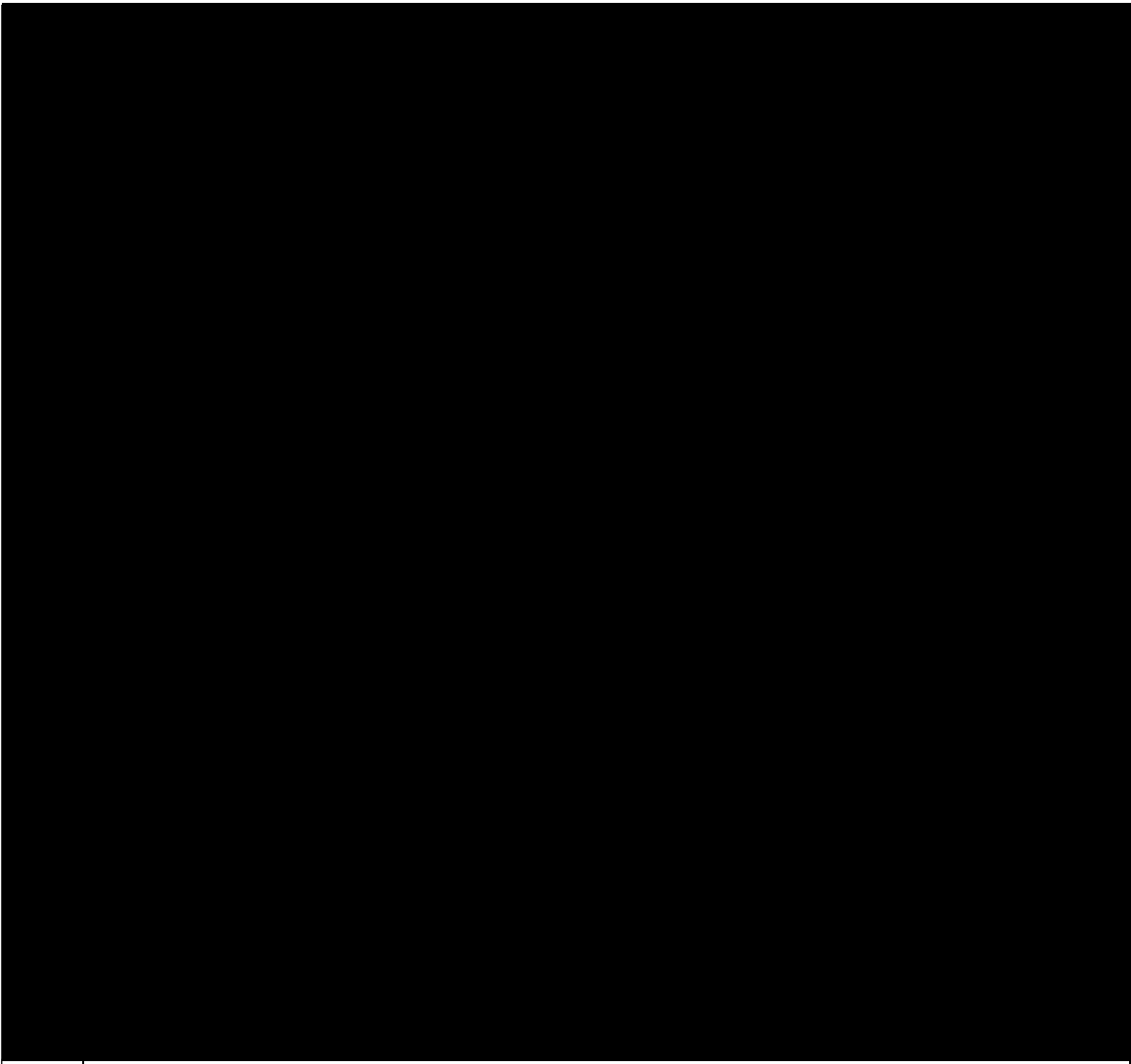
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

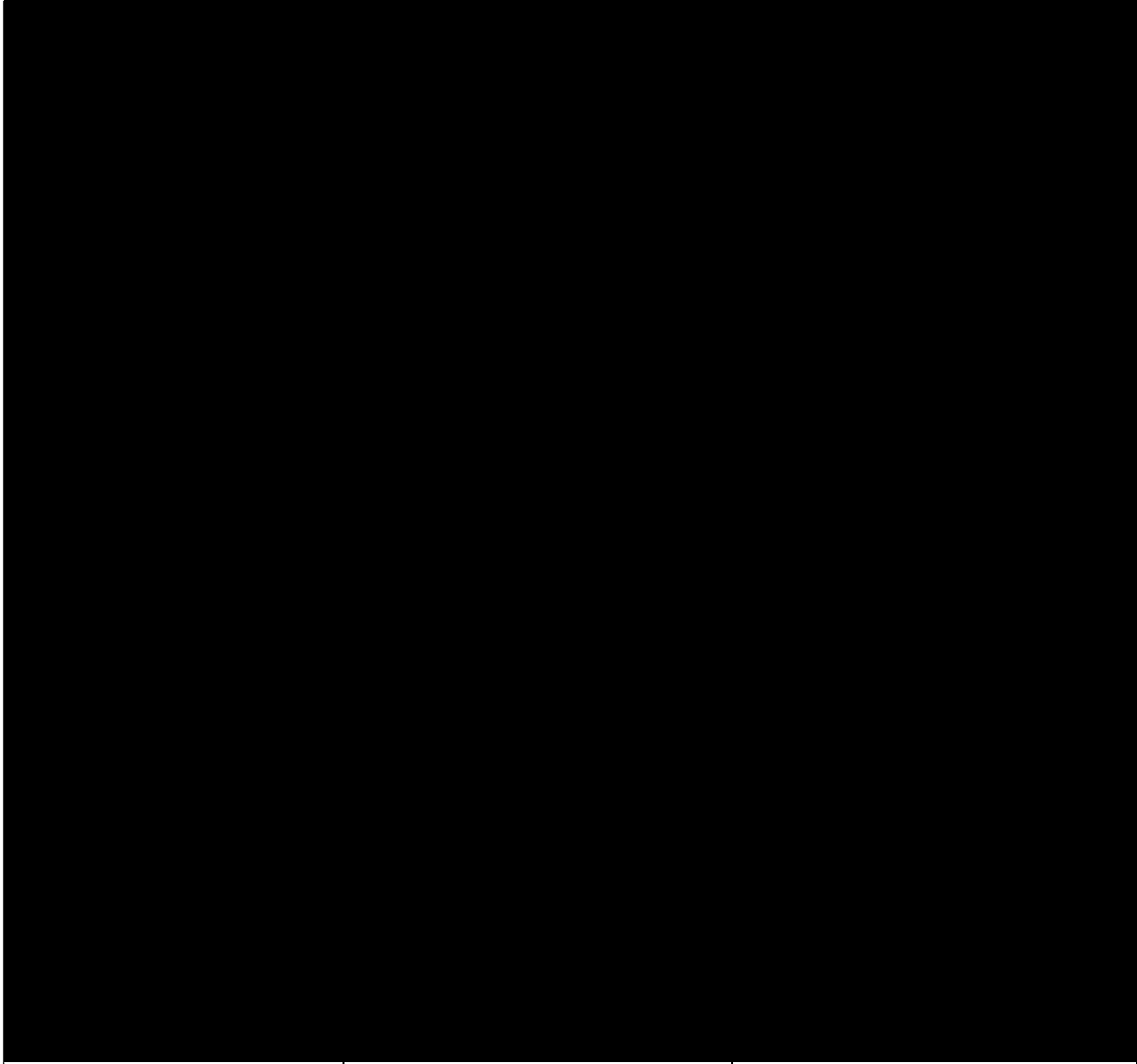
NHS Commissioning Board Copyright 2020

|   |       |  |                                                                                          |
|---|-------|--|------------------------------------------------------------------------------------------|
|   |       |  |                                                                                          |
| B | (iii) |  | maintenance of all elements of the Services in accordance with manufacturers guidelines; |



**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|   |      |                                           |  |
|---|------|-------------------------------------------|--|
|   |      |                                           |  |
| B | (iv) | provision of training materials required; |  |
| B | (v)  | annual security testing; and              |  |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |         |             |                                                                                                                                                                                     |  |  |
|---|---------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|   |         |             |                                                                                                                                                                                     |  |  |
| B | (vi)    |             | manage other UK telecommunications providers to ensure that they carry the 111 Number and 119 Number and other NGNs and manage the resolution of any issues on behalf of the Buyer. |  |  |
| B | 3.3.12. | Volumetrics |                                                                                                                                                                                     |  |  |
| B | 3.3.12. |             | The Supplier shall take the volumetrics in Appendix 1 of                                                                                                                            |  |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |         |              |                                                                                                                                                                                                         |
|---|---------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |         |              | this Call-Off Schedule into account when designing and building the Services to fulfil the Service Requirements.                                                                                        |
| B | 3.3.13. | Service Desk |                                                                                                                                                                                                         |
| B | 3.3.13. |              | The Supplier shall ensure its Service Desk discharges its first line support responsibilities by raising issues with Subcontractors, tracking, managing and reporting on them as agreed with the Buyer. |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |         |                                                                  |                                                                                                                                                                                                                                                                                                                                                                             |  |
|---|---------|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| B | 3.3.14. | Escalation time (percentage of Service Level Threshold Fix Time) |                                                                                                                                                                                                                                                                                                                                                                             |  |
| B | 3.3.14. |                                                                  | The Supplier shall use the most appropriate Incident Severity Levels and provide the Deliverables to meet or exceed the applicable Service Level Thresholds (or comply with the Maximum Incident Resolution Time (as applicable)) for each Service Level from each relevant Operational Service Commencement Date in accordance with Call-Off Schedule 14 (Service Levels). |  |
| B | 3.3.14. |                                                                  | The Supplier shall provide escalation of incidents and problems in accordance with the following requirements:                                                                                                                                                                                                                                                              |  |

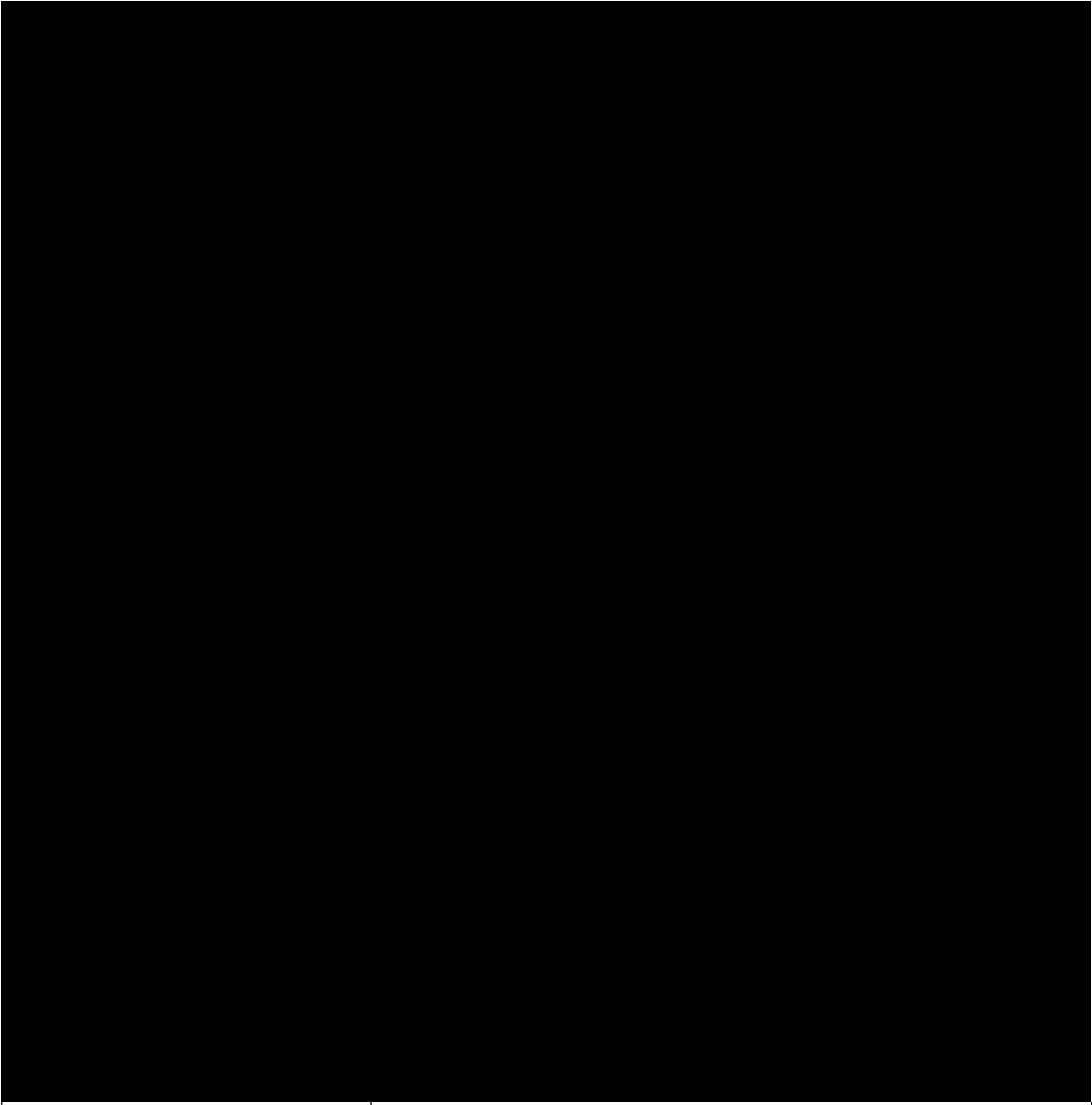
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |     |  |                                      |
|---|-----|--|--------------------------------------|
|   |     |  |                                      |
| B | (i) |  | Customer Service Analyst – Immediate |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

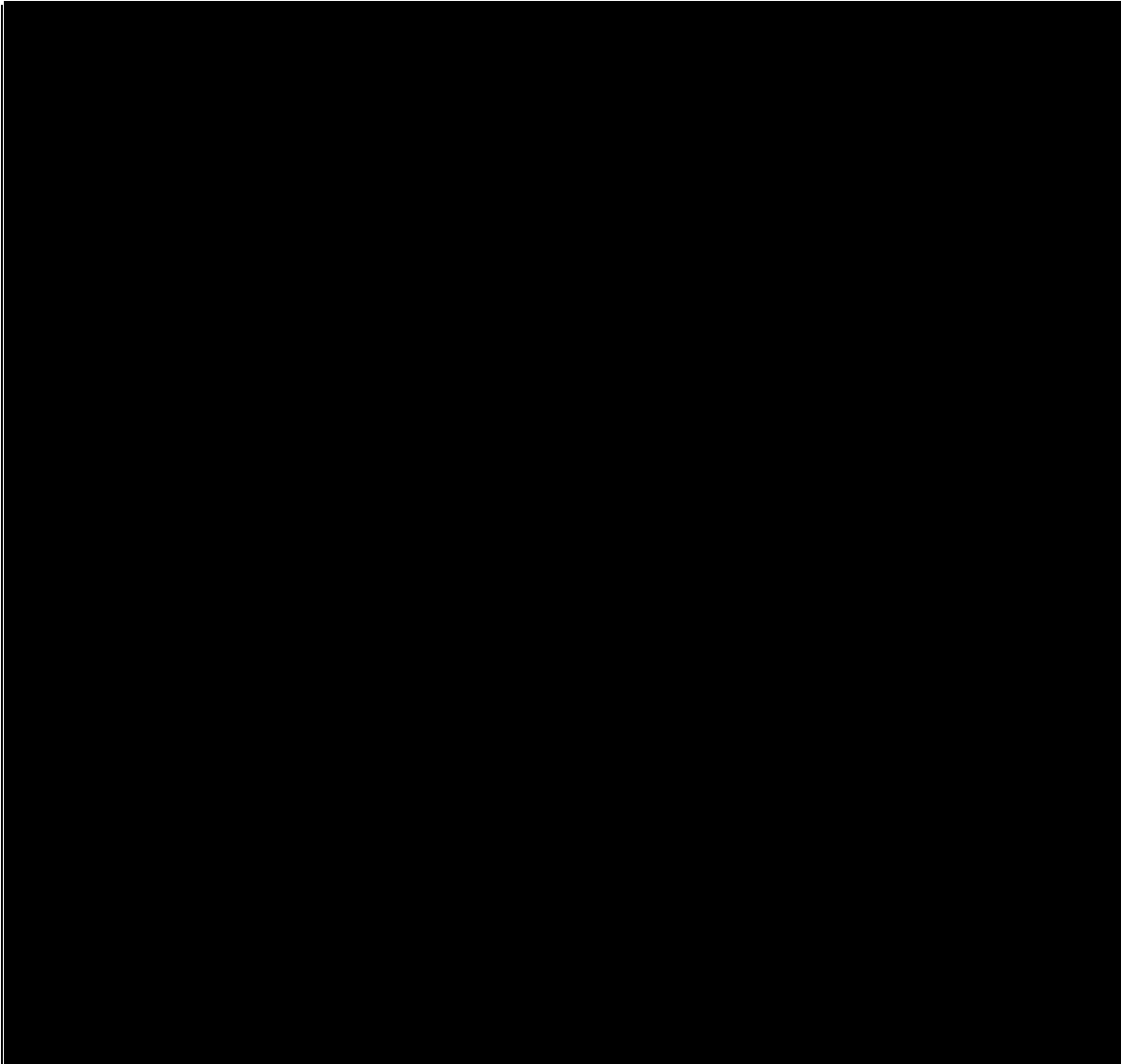
|   |       |  |                                    |                                                                                     |
|---|-------|--|------------------------------------|-------------------------------------------------------------------------------------|
| B | (ii)  |  | Duty Service Desk Manager –<br>25% |  |
| B | (iii) |  | Head of Service – 50%              |                                                                                     |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |      |  |                                |                                                                                                                                            |                                                                                     |
|---|------|--|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|   |      |  |                                |                                                                                                                                            |                                                                                     |
| B | (iv) |  | Senior Account Owner –<br>100% |                                                                                                                                            |  |
| B |      |  |                                | Example: A Severity Level 1 Incident with a 2-hour Service Level Threshold would be escalated to the Head of Service automatically when an |                                                                                     |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |         |                        |                                                                                                                                                                                                                                                                                                                                                                                      |
|---|---------|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |         |                        | hour has elapsed since it was initially logged in accordance with Call-Off Schedule 14 (Service Levels).                                                                                                                                                                                                                                                                             |
| B | 3.3.15. | Management Information |                                                                                                                                                                                                                                                                                                                                                                                      |
| B | 3.3.15. |                        | The Supplier will liaise with such nominated third parties to ensure key Management Information is uploaded into the NPFS Management Information reporting solution as part of an operational response to a Health Emergency. The Supplier will work collaboratively with Other Suppliers during both Dormancy and an operational response to ensure the necessary co-ordination and |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |         |                 | resolution of any given issue or risk.                                                                                                                                                                                                                                                                                |
|---|---------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.3.16. | Abandoned Calls |                                                                                                                                                                                                                                                                                                                       |
| B | 3.3.16. |                 | The Supplier shall ensure the Services identify abandoned calls, with the following functionality:                                                                                                                                                                                                                    |
| B | (i)     |                 | a proactive monitoring alert based on comparing past trends of activity to the actual call volumes and will alert via email when a possible variance is identified. An alarm in the context of the Services will be an email addressed to a specific distribution list with details about the anomaly identified; and |
| B | (ii)    |                 | three different levels of alarms will be used depending on the impact the identified issue could cause: Minor, Medium and Major (as set out in in Paragraph 3.9.7 below).                                                                                                                                             |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**3.4. Project Management**

| <b>Project Management</b> | <b>Overview</b>                                                                                                                                      |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           | The Services shall fulfil the Service Requirements for project management services and shall commence on the Operational Services Commencement Date. |

| <b>Part</b> | <b>CI / Ref</b> | <b>Element of Service Requirements</b> | <b>Service Requirements / Supplier Responsibility</b>                                                                         | <b>Supplier Solution to meet the Service Requirements</b> | <b>Buyer Responsibilities (if any)</b> | <b>“Compliant” or “Non-Compliant” with the Service Requirement</b> | <b>RFP Response Cross-reference</b> |
|-------------|-----------------|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|----------------------------------------|--------------------------------------------------------------------|-------------------------------------|
| B           | 3.4.1.          | Project Management                     |                                                                                                                               |                                                           |                                        |                                                                    |                                     |
| B           | 3.4.1.1.        |                                        | The Supplier shall deliver all projects and implementation activity in accordance with Prince2 or similar agreed methodology. |                                                           |                                        |                                                                    |                                     |

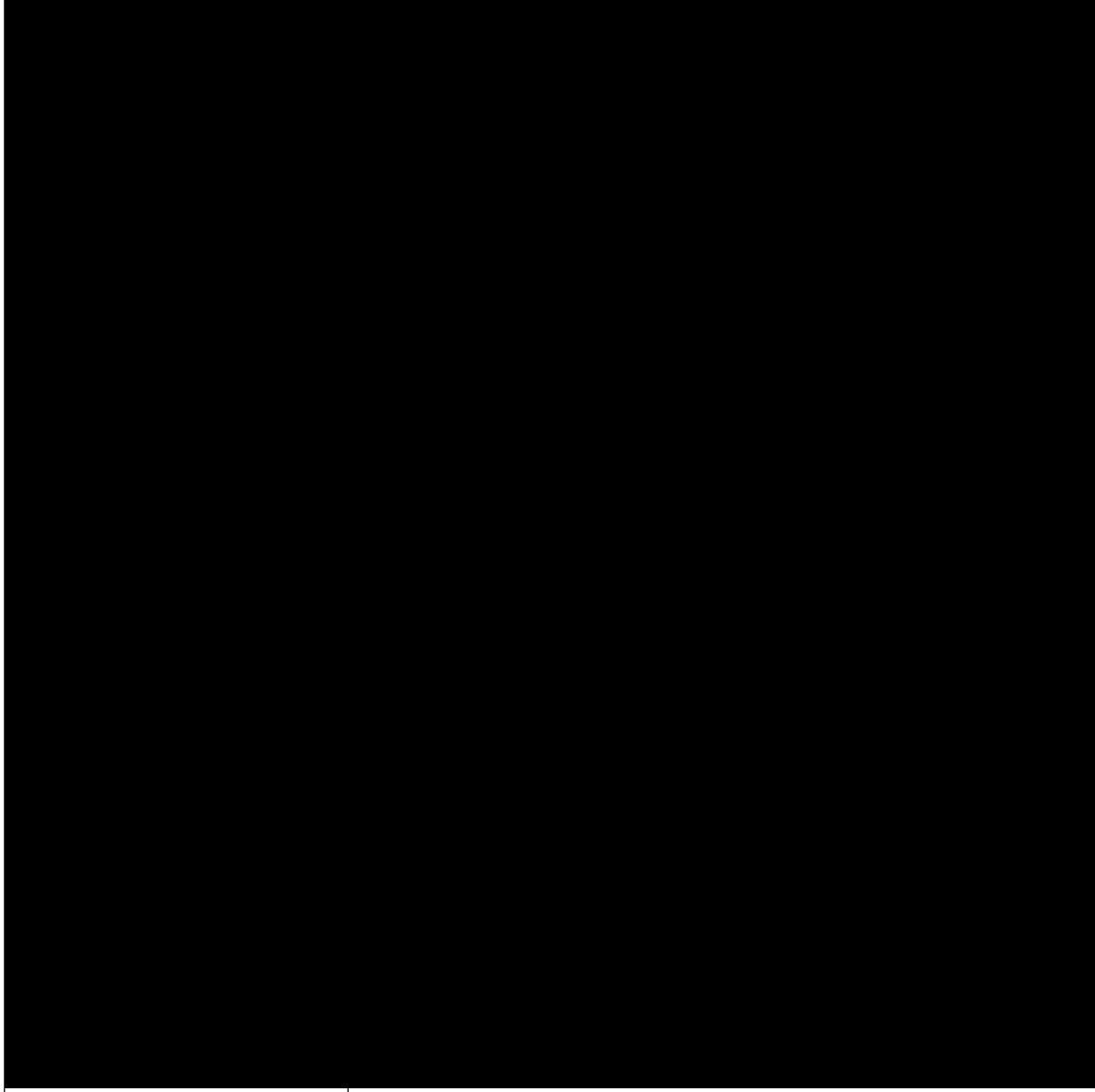
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                                                                                                                               |
|---|----------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |  |                                                                                                                                                                                                                               |
| B | 3.4.1.2. |  | The Supplier shall comply with the MPA (Cabinet Office Major Projects Authority or successor organisations) Gateway Process to all projects and implementations if the relevant threshold for the Gateway Process is reached. |





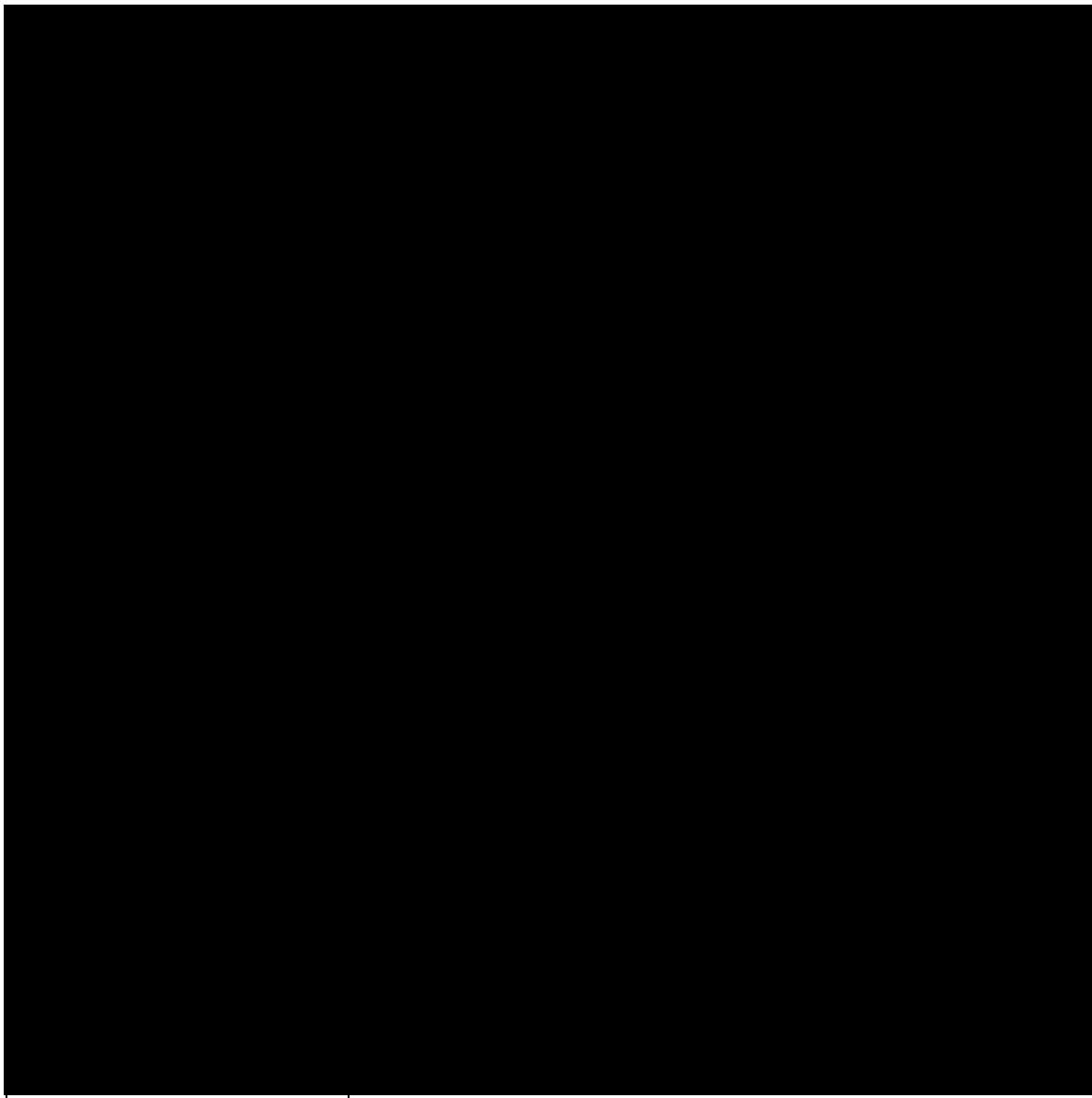
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

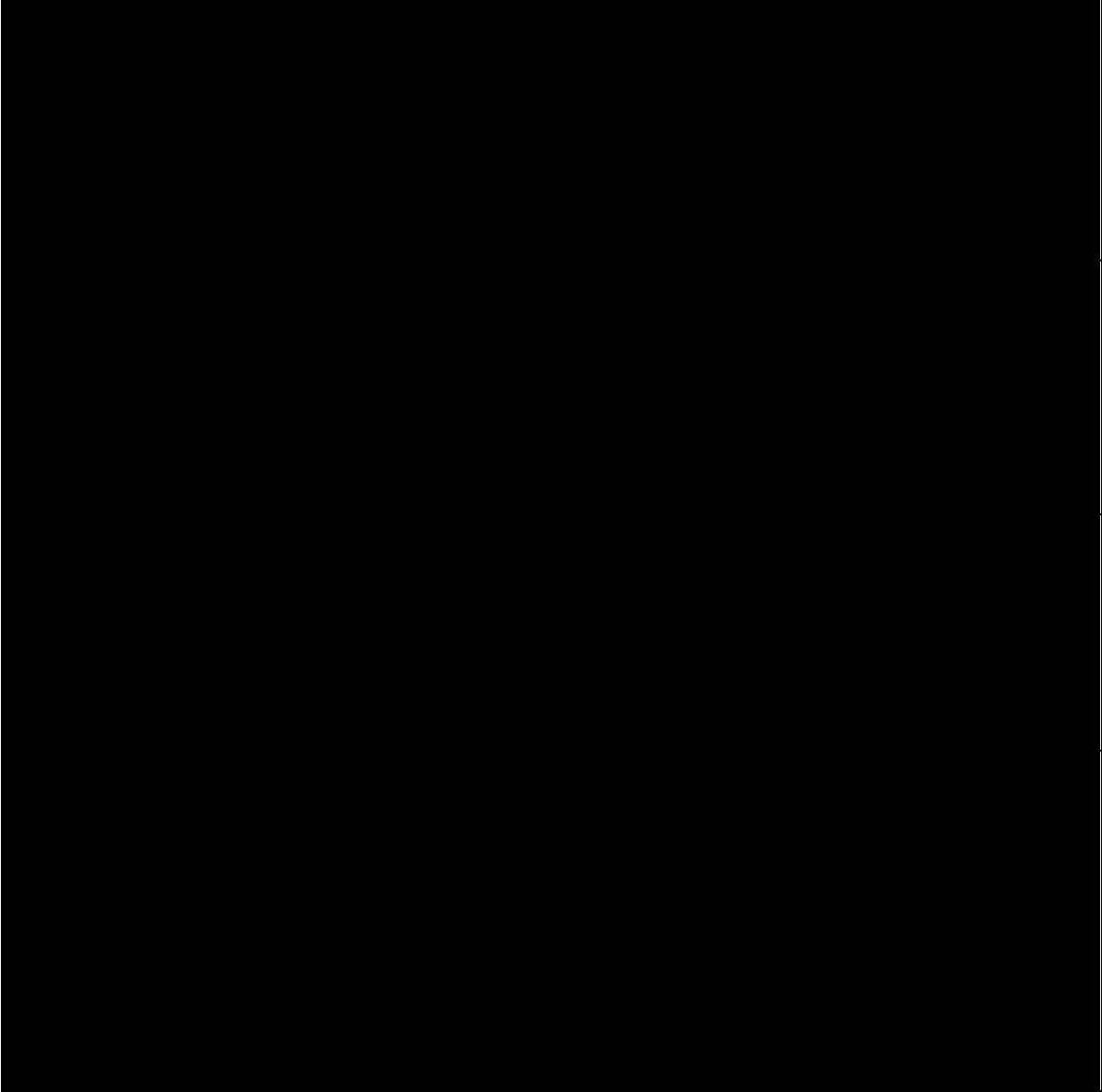
Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                                                                                |
|---|----------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |  |                                                                                                                                                                                |
| B | 3.4.1.3. |  | In respect of each project or implementation activity required under this Call-Off Contract, the Supplier shall produce all project documentation in Prince2 format including: |



**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|   |       |  |                              |                                                                                     |
|---|-------|--|------------------------------|-------------------------------------------------------------------------------------|
| B | (i)   |  | Project Initiation Document; |  |
| B | (ii)  |  | plan;                        |                                                                                     |
| B | (iii) |  | design; and                  |                                                                                     |
| B | (iv)  |  | risk and issues log.         |                                                                                     |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                  |  |
|---|----------|--|----------------------------------------------------------------------------------|--|
|   |          |  |                                                                                  |  |
| B | 3.4.1.4. |  | The Supplier shall utilise agile project management principles where applicable. |  |

**3.5. Service Delivery Model**

| <b>Service Delivery Model</b> | <b>Overview</b>                                                                                                                                     |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
|                               | The Services shall fulfil the Service Requirements for the service Delivery model and shall commence on the Operational Services Commencement Date. |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| Part | CI / Ref | Element of Service Requirements | Service Requirements / Supplier Responsibility                                                                                                                                                    | Supplier Solution to meet the Service Requirements | Buyer Responsibilities (if any) | "Compliant" or "Non-Compliant" with the Service Requirement | RFP Response Cross-reference |
|------|----------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------|-------------------------------------------------------------|------------------------------|
| B    | 3.5.1.   | Service Delivery                |                                                                                                                                                                                                   |                                                    |                                 |                                                             |                              |
| B    | 3.5.1.1. |                                 | The Supplier shall provide a 24/7/365 Service Desk function, based on ITIL or equivalent best practice methodology, accessed by 111 Services, Supplier NPFS Services operational teams to manage: |                                                    |                                 |                                                             |                              |

**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|   |     |  |                  |  |
|---|-----|--|------------------|--|
|   |     |  |                  |  |
| B | (i) |  | Services issues; |  |

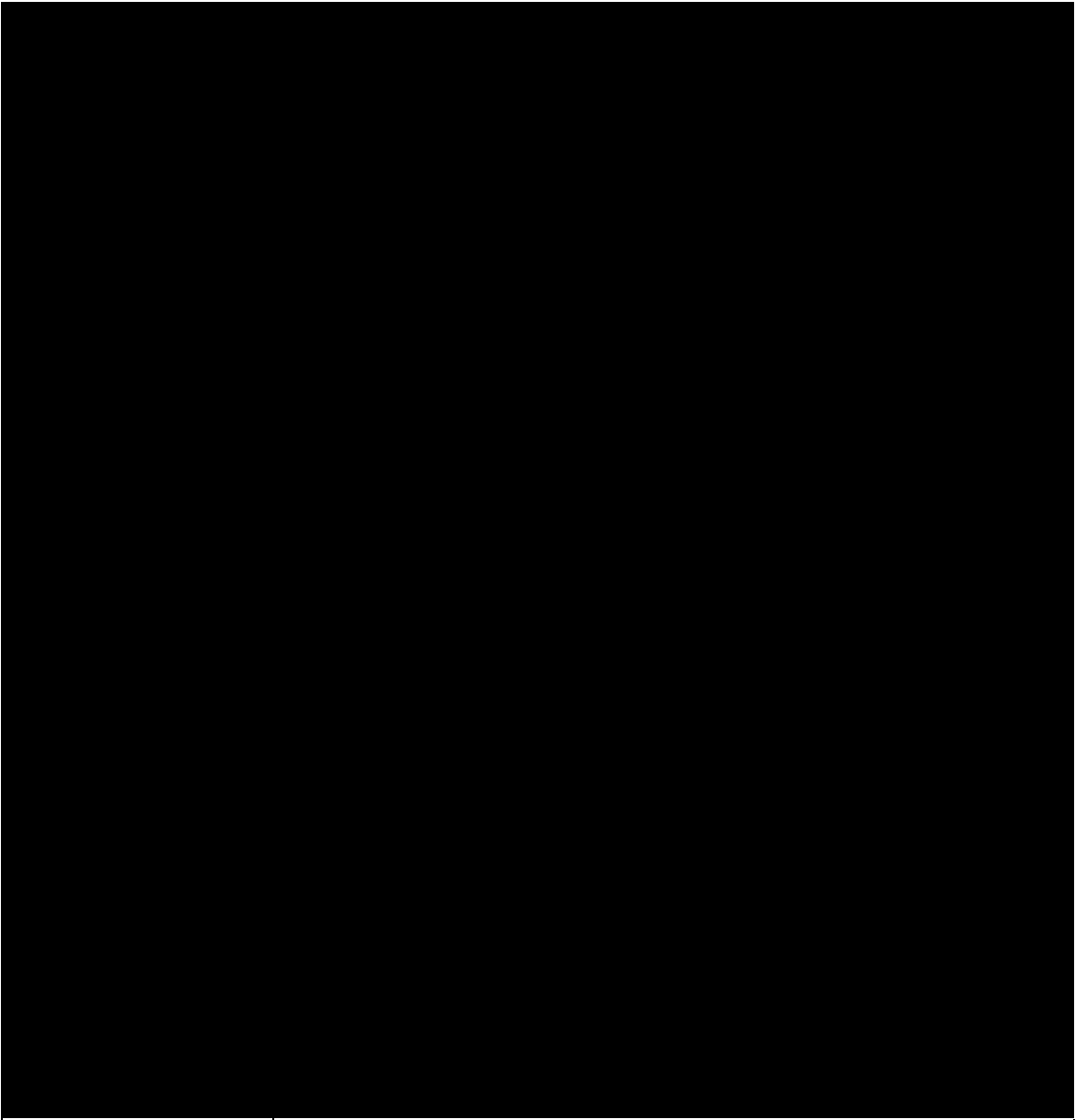
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |      |  |                       |
|---|------|--|-----------------------|
|   |      |  |                       |
| B | (ii) |  | Service Requests; and |



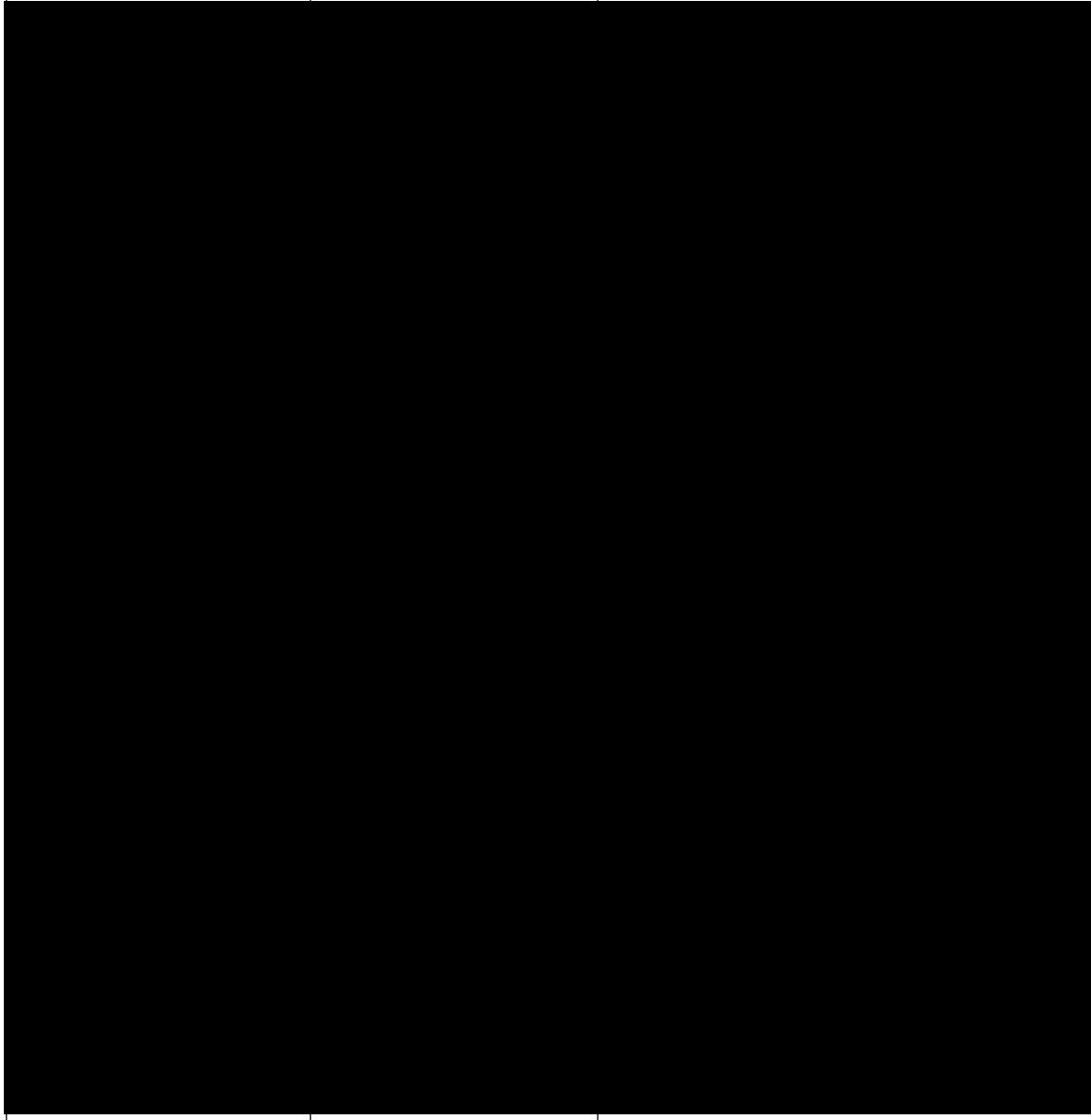
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

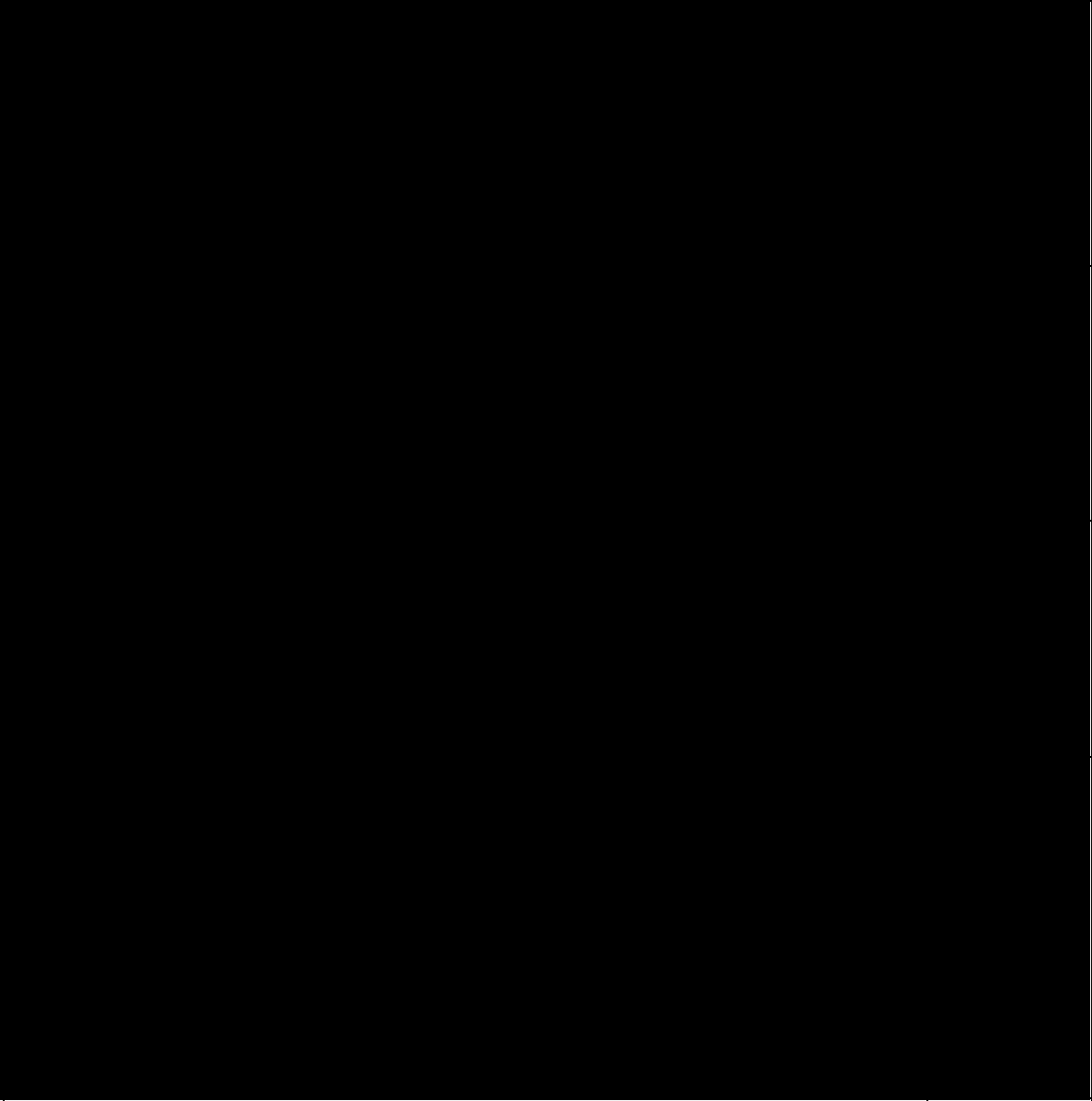
NHS Commissioning Board Copyright 2020

|   |          |                                                                                                                                                                                                             |  |
|---|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| B | (iii)    | UK telecommunications provider issues relating to the carrying and relay of the 111 Number and 119 Number and other NGNs.                                                                                   |  |
| B | 3.5.1.2. | The Supplier shall maintain all elements of the Services in accordance with manufacturers' recommendations, including the installation of software and firmware updates as recommended by the manufacturer. |  |



**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

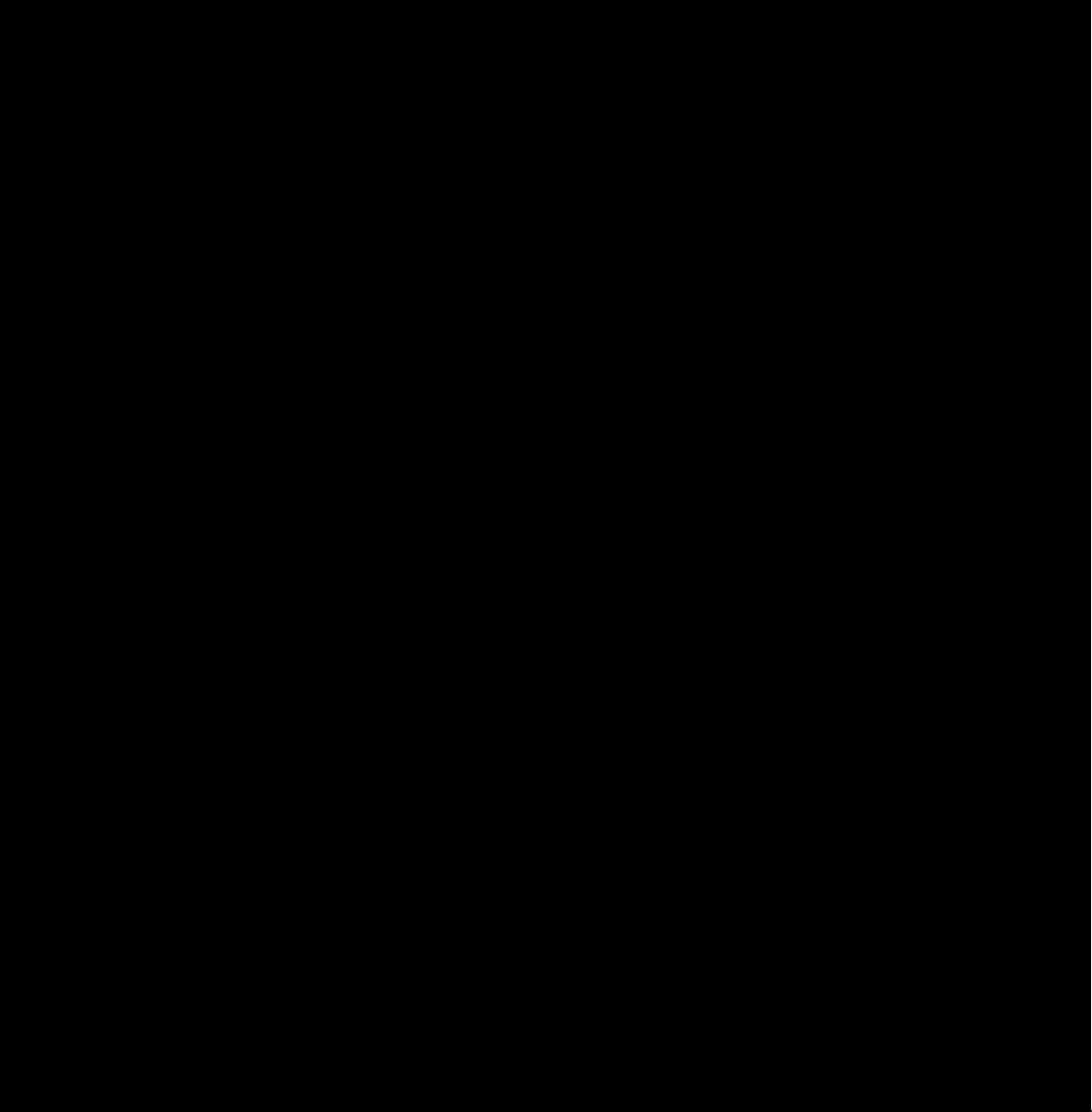
|   |          |  |                                                                                            |
|---|----------|--|--------------------------------------------------------------------------------------------|
|   |          |  |                                                                                            |
| B | 3.5.1.3. |  | The Supplier shall ensure that all software is correctly licensed and fully support by the |





**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|  |  |  |  |                                 |
|--|--|--|--|---------------------------------|
|  |  |  |  | relevant vendor / manufacturer. |
|--|--|--|--|---------------------------------|



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---|----------|--|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.5.1.4. |  |  | <p>The Supplier shall ensure that all software and hardware is replaced within no less than six (6) Months in advance of withdrawal of full manufacturer support, where this falls within the Call-Off Contract Period. The Supplier shall provide a rolling five (5) year roadmap to the Buyer (being NHS Commissioning Board only) for the Services, detailing planned enhancements and upgrades and the Supplier shall updated such roadmap on an annual basis and provide an updated copy to the Buyer (being NHS Commissioning Board only) annually during the Call-Off Contract Period.</p> |
|---|----------|--|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |  |                                                                                                                                                                                            |
|---|----------|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |  |  |                                                                                                                                                                                            |
| B | 3.5.1.5. |  |  | The Supplier shall provide a bundle of changes within the Call-Off Charges for alteration to routing plans (volumetric requirements can be found in Appendix 1 of this Call-Off Schedule). |
| B | 3.5.1.6. |  |  | If requested by the Buyer, the Supplier shall change percentage split of calls across Contact Centres and TOD changes and / or DOW within two (2) hours.                                   |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |  |                                                                                                                                                                                          |
|---|----------|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.5.1.7. |  |  | The Supplier shall provide ad-hoc Incident reports to the Buyer within twelve (12) hours of any total platform outage and twenty-four (24) hours of any other Severity Level 1 Incident. |
| B | 3.5.1.8. |  |  | The Supplier shall provide a final report to the Buyer within five (5) Working Days for any Severity Level 1 Incident or above.                                                          |
| B | 3.5.1.9. |  |  | The Supplier shall provide proactive monitoring and alerting for all critical Components of the Services.                                                                                |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                            |  |
|---|-----------|--|--------------------------------------------------------------------------------------------------------------------------------------------|--|
|   |           |  |                                                                                                                                            |  |
| B | 3.5.1.10. |  | The Supplier shall provide a traffic monitoring tool to the Buyer which is capable of:                                                     |  |
| B | (i)       |  | generating alerts when traffic levels exceed pre-defined tolerances (set based on historic data captured by such traffic monitoring tool); |  |
| B | (ii)      |  | monitoring inbound traffic from locations and Carriers; and                                                                                |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                 |
|---|-----------|--|-------------------------------------------------------------------------------------------------------------------------------------------------|
| B | (iii)     |  | monitoring outbound traffic to Contact Centres,                                                                                                 |
| B |           |  | for example, to identify when call volumes from a Carrier or location drop below a pre-defined level specified by the Buyer, see section 3.9.7. |
| B | 3.5.1.11. |  | The Supplier shall provide to the Buyer ad-hoc SMS alerts and regular updates for all Severity Level 1 Incidents and above.                     |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                                                                                                         |
|---|-----------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.5.1.12. |  | The Supplier shall enable the creation of SMS mailing lists with UK Countries and services receiving alerts relating to any shared infrastructure, dedicated infrastructure and end-to-end service (for example the NPFS Service Centre receives alerts when delivery to an NPFS Contact Centre fails). |
| B | 3.5.1.13. |  | The Supplier shall provide real time system monitoring to identify any Incidents relating to the Services or its interfaces.                                                                                                                                                                            |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |  |                                                                                                                                                            |
|---|-----------|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.5.1.14. |  |  | The Supplier shall provide to the Buyer (being NHS Commissioning Board) a three (3) Month roadmap of planned engineering works updated on a Monthly basis. |
| B | 3.5.1.15. |  |  | The Supplier shall provide to the Buyer impact assessments for all engineering works detailing purpose, duration and associated risk.                      |
| B | 3.5.1.16. |  |  | The Supplier shall provide to the Buyer and Cluster Members training courses where appropriate. Included in the cost should be the initial training on a   |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                          |
|---|-----------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  | train the trainer basis, with additional training provided as an item within the Call-Off Catalogue for further train the trainer services.                                                                              |
| B | 3.5.1.17. |  | The Supplier shall provide any training materials and Documentation free from copyright or with prior consent for the Buyer to copy for use by the Buyer and other users of the Services, including the Cluster Members. |
| B | 3.5.1.18. |  | The Supplier shall undertake and perform all required data base administration activities during the Call-Off Contract Period.                                                                                           |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |  |                                                                                                                                                                                                               |
|---|-----------|--|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  |  |                                                                                                                                                                                                               |
| B | 3.5.1.19. |  |  | The Supplier shall provide a professional recording and uploading service for recording announcements and system prompts within one (1) day in an emergency or seven (7) days when there is not an emergency. |
| B | 3.5.1.20. |  |  | The Supplier shall supply on request by the Buyer, a list of all routing areas and what NGN, mobile masts, emergency zones and post codes are covered by such routing areas.                                  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |  |                                                                                                                                                                        |
|---|-----------|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.5.1.21. |  |  |                                                                                                                                                                        |
|   |           |  |  | The Supplier shall carry out impact assessments for all software and firmware releases and seek Approval prior to installation of such software and firmware releases. |

**3.6. IUC Services, NPFS Services and 119 Number Common Service Requirements**

|                                                                               |                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>IUC Services, NPFS Services and 119 Number Common Service Requirements</b> | <p><b>Overview</b></p> <p>These requirements are common to the IUC Services, NPFS Services and 119 Number.</p> <p>The IUC Services, NPFS Services and 119 Number shall fulfil the Service Requirements for the common platform services and shall commence on the applicable Operational Services Commencement Date.</p> |
|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

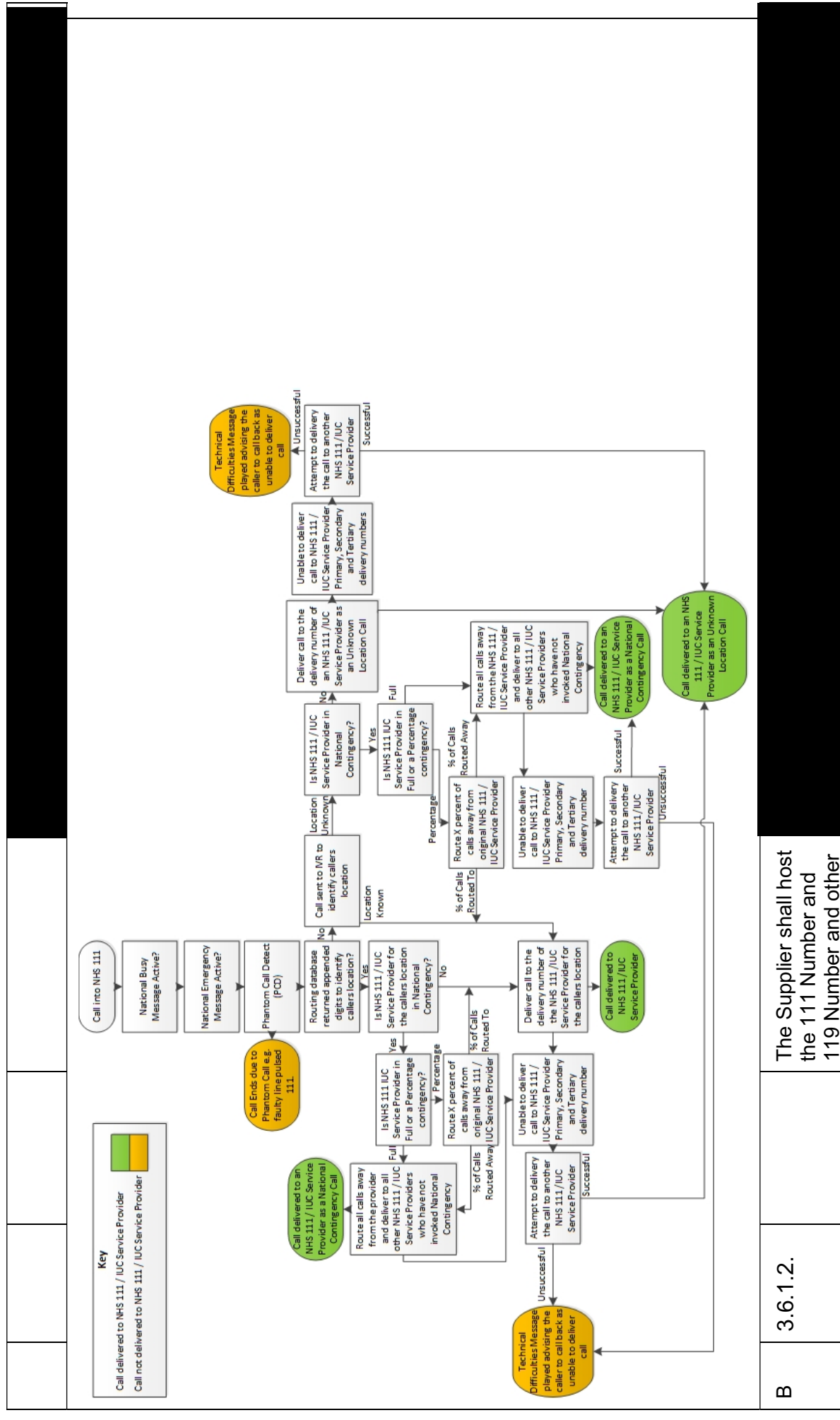
| Part | CI / Ref | Element of Service Requirements | Service Requirements / Supplier Responsibility                                                                                                                                                                                                                                                                                                                                                                                    | Supplier Solution to meet the Service Requirements | Buyer Responsibilities (if any) | “Compliant” or “Non-Compliant” with the Service Requirement | RFP Response Cross-reference |
|------|----------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------|-------------------------------------------------------------|------------------------------|
| B    | 3.6.1.   | Functionality                   |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                    |                                 |                                                             |                              |
| B    | 3.6.1.1. |                                 | <p>The Supplier shall design, implement and manage the IUC Services and Supplier NPFS Services via the 111 Number and 119 Number, to deliver the functionality shown in the workflow below (note: this is for illustrative purposes only, the final call-flow will be agreed at design stage, please also note: the 119 Number is currently delivered directly into the NPFS infrastructure and therefore is not show below):</p> |                                                    |                                 |                                                             |                              |

### Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref: Bravo Reference: ITT 871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                                                                                                                                            |
|---|----------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |  | NGN and or resilient geographic numbers as required by the Buyer (being NHS Commissioning Board).                                                                                                                                          |
| B | 3.6.1.3. |  | The Supplier shall manage the process of ensuring that other UK telecommunications Carriers carry the 111 Number and 119 Number and that it can be dialled free of charge from all UK landlines, mobiles and internet telephony providers. |
| B | 3.6.1.4. |  | The Supplier shall ensure that calls to the 111 Number and 119 Number are relayed from other UK telecommunications Carriers to the Supplier 111 or 119 Services.                                                                           |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                                                                  |  |
|---|----------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|   |          |  |                                                                                                                                                                  |  |
| B | 3.6.1.5. |  | The Supplier shall provide a solution that effectively blocks Phantom Calls to the 111 Number and 119 Number without adversely impacting on the user experience. |  |
| B | 3.6.1.6. |  | The Supplier shall identify the origin of mobile, landline and VoIP calls and ensure that metadata is passed from origination UK telecommunications provider.    |  |
| B | 3.6.1.7. |  | The Supplier shall provide the ability to upload announcements and prompts in .wav or similar format.                                                            |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                       |
|---|-----------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.6.1.8.  |  | The Supplier shall provide the ability to record prompts remotely and securely from any landline phone.                                               |
| B | 3.6.1.9.  |  | The Supplier shall replay recorded announcements and prompts individually or consecutively with no more than one (1) second inter announcement delay. |
| B | 3.6.1.10. |  | The Supplier shall capture information from the caller using IVR touchtone menu options.                                                              |
| B | 3.6.1.11. |  | The Supplier shall provide optional barge in facility to enter touchtone responses during a prompt.                                                   |
| B | 3.6.1.12. |  | The Supplier shall provide a voice recognition IVR or NLP (if NLP has been selected from the                                                          |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                                                                                                                                              |
|---|-----------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  | catalogue items) solution to identify the callers nearest town/city, or tube station in the case of London, to identify the location of callers where standard methods such as identifying the originating NNG are not possible (for example, for London where the NNGs are not sufficiently granular or for VoIP callers, see Appendix 12). |
| B | 3.6.1.13. |  | The Supplier shall route calls appropriately based on business rules, metadata presented with the call and information gathered from the caller.                                                                                                                                                                                             |
| B | 3.6.1.14. |  | The Supplier shall provide the ability to deliver calls to Contact Centre ACD over the PSTN using a throttling mechanism to limit the                                                                                                                                                                                                        |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  | maximum number of concurrent calls.                                                                                                                                                                                                                   |
|---|-----------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.6.1.15. |  | The Supplier shall be able to automatically route calls to an alternative destination or line block in the event of encountering busy, out of service or ring tone no reply.                                                                          |
| B | 3.6.1.16. |  | The Supplier shall provide load balancing capability to control the amount of calls sent to each routing destination.                                                                                                                                 |
| B | 3.6.1.17. |  | The Supplier shall provide 'Take Back and Transfer' functionality, which allows calls at the instigation of the receiving party (either by directly entering a number or selecting a number from a pre-populated list) to have the call taken back by |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                                                                     |
|---|-----------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  | the system and re-routed the call to the alternative number without causing the call to trombone across the network (i.e. not having the call continuing to be sent to original site and from there to the alternative number, which would double bandwidth usage). |
| B | 3.6.1.18. |  | The Supplier shall create a partitioned environment with permission-based access control that allows nominated administrators from each of the four UKCs to administer their respective elements of the Services.                                                   |
| B | 3.6.1.19. |  | The Supplier shall provide an intuitive graphical user interface, for use by the Buyer or any third party on behalf of the Buyer, such as nominated administrators from the UK Countries, to enable the scripting of                                                |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  | call treatment and routing plans to be managed.                                                                                                                                                                                                                                                                                                                                                  |
|---|-----------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.6.1.20. |  | The Supplier shall provide an intuitive touch tone operated tool, for use by and on behalf of the Buyer, to enable activation of pre-determined routing changes such as changing the percentage split of calls to a delivery number or routing calls to an alternative delivery number (accessed by an ex-directory number and with secure touch tone user authentication, see Paragraph 3.9.3). |
| B | 3.6.1.21. |  | The Supplier shall provide a two-level default routing plan which can deliver calls directly to Contact Centres in the event of:                                                                                                                                                                                                                                                                 |
| B | (i)       |  | a total failure of the Buyer's specific                                                                                                                                                                                                                                                                                                                                                          |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                                      |
|---|-----------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  | Services intelligent routing instance; and/or                                                                                                                                                                                        |
| B | (ii)      |  | a total failure of the shared intelligent routing platform.                                                                                                                                                                          |
| B | 3.6.1.22. |  | The Supplier shall provide a real time management dashboard (see Paragraph 3.9.4 for additional detail), with the ability to set thresholds and traffic light style status indicators, showing instantaneous and position from 00:00 |

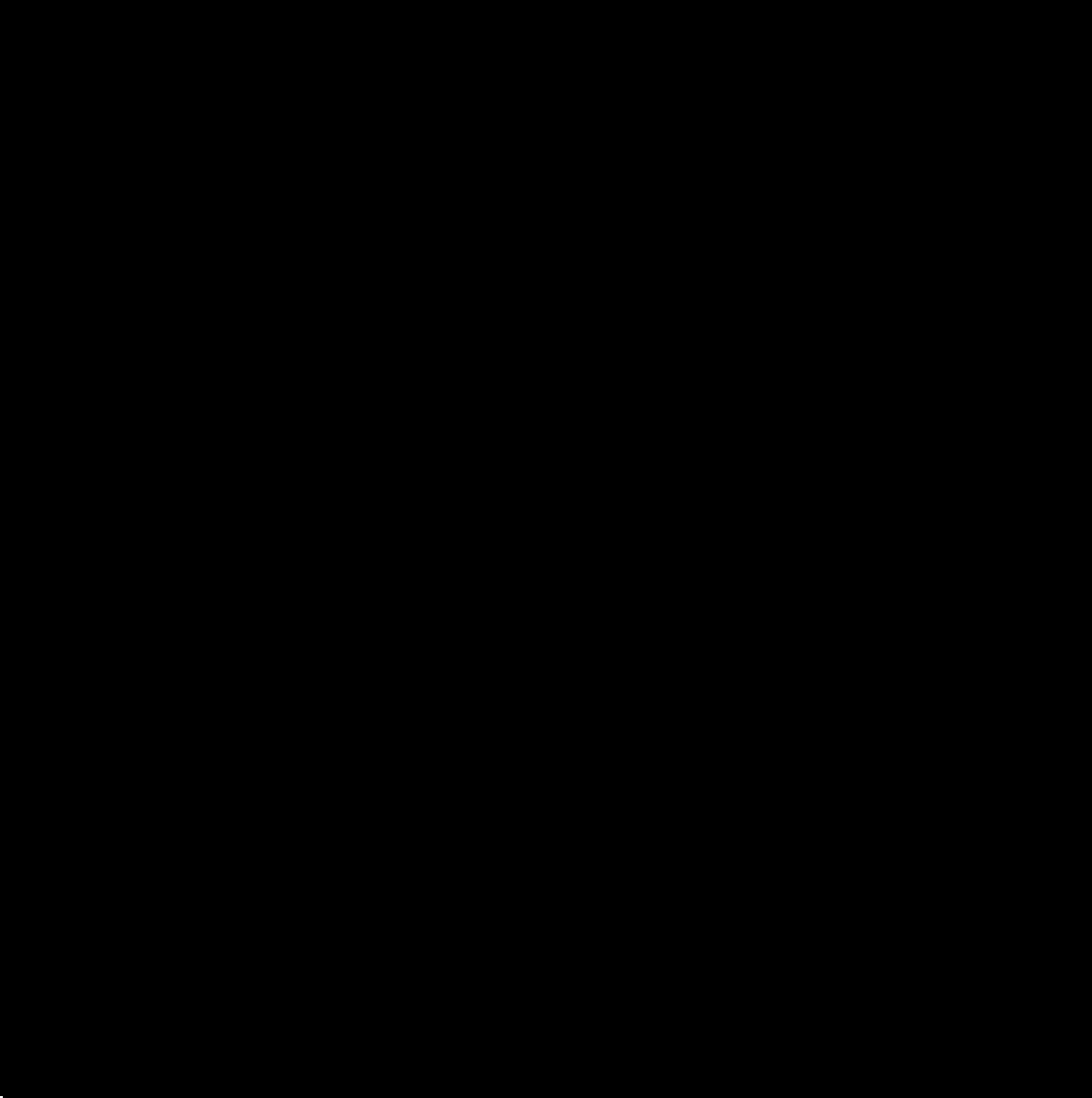
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |      |  |                                         |
|---|------|--|-----------------------------------------|
|   |      |  | data (including but not limited to):    |
| B | (i)  |  | calls offered on each NGN by geography; |
| B | (ii) |  | calls abandoned at network level;       |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |  |                                                                                                                          |
|---|-----------|--|--|--------------------------------------------------------------------------------------------------------------------------|
|   |           |  |  |                                                                                                                          |
| B | (iii)     |  |  | calls routed to each routing destination; and                                                                            |
| B | (iv)      |  |  | trunk saturation at Contact Centre.                                                                                      |
| B | 3.6.1.23. |  |  | The Supplier shall provide the ability to pull historical annual, Monthly, daily and hourly reports to the Buyer showing |

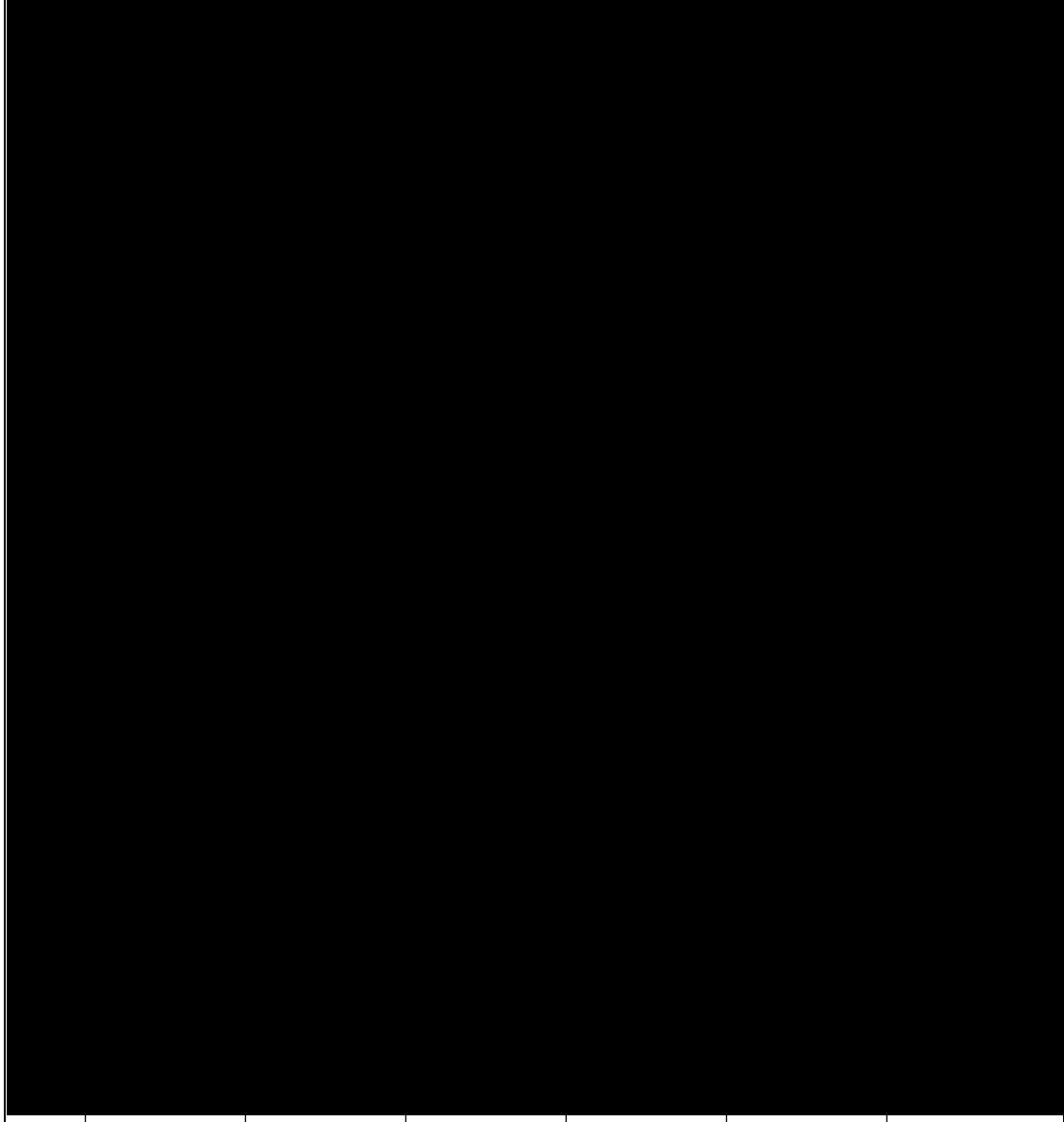
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  | (including but not limited to):                                                 |
|---|-------|--|---------------------------------------------------------------------------------|
| B | (i)   |  | geographic origin;                                                              |
| B | (ii)  |  | calls offered on each NGN by geography;                                         |
| B | (iii) |  | calls abandoned at network level;                                               |
| B | (iv)  |  | calls routed to each routing destination;                                       |
| B | (v)   |  | trunk saturation at Contact Centre;                                             |
| B | (vi)  |  | call by call "presented CLI" logs showing time, date, duration and destination; |





**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                         |  |
|---|-----------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|   |           |  |                                                                                                                                                                         |  |
| B | (vii)     |  | pseudonymised CLI where number is withheld to enable the identification of originating NGN and repeat caller analysis;                                                  |  |
| B | (viii)    |  | network level blocking; and                                                                                                                                             |  |
| B | (ix)      |  | Automated Speech Recognition port usage: Calls in progress 15min intervals, Calls in progress Daily port Usage and Calls in progress Peak port usage.                   |  |
| B | 3.6.1.24. |  | The Supplier shall provide the capability to extract historical MI securely using standard database query tools, with the ability to export the data into data analytic |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  | tools such as<br>SPLUNK®.                                                                                                                    |
|---|-----------|--|----------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.6.1.25. |  | The Supplier shall provide the capability to transfer data using MESH (Message Exchange for Social Care and Health).                         |
| B | 3.6.1.26. |  | The Supplier shall provide the capability to route SMS messages, with location metadata, into agreed multimedia Contact Centre destinations. |
| B | 3.6.1.27. |  | NOT USED                                                                                                                                     |
| B | 3.6.1.28. |  | The Supplier shall provide the capability to the Buyer to interface with the 111 BSL Interpreter Service.                                    |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                |  |
|---|-----------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|   |           |  |                                                                                                                                                                                                                |  |
| B | 3.6.1.29. |  | The Supplier shall provide Time of Day, Day of Week scheduling capability.                                                                                                                                     |  |
| B | 3.6.1.30. |  | The Supplier shall ensure the IUC Services and Supplier NPFS Services are capable of attributing an abandoned call (at network level) to a service where the caller has selected a service, for example, NPFS. |  |
| B | 3.6.1.31. |  | The Supplier shall stress test the IUC Services and Supplier NPFS Services with a traffic simulation tool.                                                                                                     |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |             |                                                                                                                                                                                                         |
|---|-----------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.6.1.32. |             | The Supplier shall switch live calls through the IUC Services, NPFS and 119 Services, in the early hours of the morning, prior to the Operational Services Commencement Date for test purposes.         |
| B | 3.6.2.    | Scalability |                                                                                                                                                                                                         |
| B | 3.6.2.1.  |             | The Supplier shall ensure the IUC Services and Supplier NPFS Services are capable of handling the predicted call volumes defined in Appendix 1 of this Call-Off Schedule without encountering blocking. |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |             |                                                                                                                                                                                                  |
|---|----------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.6.2.2. |             | The Supplier shall ensure the IUC Services and Supplier NPFS Services are capable of being scaled up or down in a modular fashion to match demand for the Services.                              |
| B | 3.6.3.   | Flexibility |                                                                                                                                                                                                  |
| B | 3.6.3.1. |             | The Supplier shall provide a six (6) Monthly review of technology and service methodology changes in the marketplace which may improve provision of the IUC Services and Supplier NPFS Services. |
| B | 3.6.4.   | Omnichannel |                                                                                                                                                                                                  |
| B | 3.6.4.1. |             | The Supplier shall provide IUC Services and Supplier NPFS Services that support multi-channel and media streams                                                                                  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                 |                                                                                                                                                                                                                                                                                             |
|---|----------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |                 | (including but not limited to voice, video (supporting the WebRTC video specification), text, messaging and chat bots) and are able to route these channels to the relevant Contact Centres as required.                                                                                    |
| B | 3.6.5.   | SMS Signposting |                                                                                                                                                                                                                                                                                             |
| B | 3.6.5.1. |                 | The Supplier shall provide a mechanism to send information to a caller's mobile phone via SMS (as an example: a URL or other information signposting the caller to a new service being offered within their area). This must be optional with a positive IVR response constituting consent. |
| B | 3.6.5.2. |                 | The following use cases need to be taken into account:                                                                                                                                                                                                                                      |
| B | (i)      |                 | the caller is calling from the mobile to which                                                                                                                                                                                                                                              |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  | they wish the link to be sent;                                                                                                                                                      |
|---|----------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | (ii)     |  | the caller is calling from a landline but still wishes the link to be set via a text-based service (assumed the patient has text to speak conversion service on their landline); or |
| B | (iii)    |  | the call is calling from a landline but when advised that it is possible to send a link wishes to give an alternative mobile delivery number.                                       |
| B | 3.6.5.3. |  | The IUC Services and Supplier NPFS Services should have the following capabilities:                                                                                                 |
| B | (i)      |  | offer alternative URLs for each of the commissioning areas;                                                                                                                         |
| B | (ii)     |  | treat Location Unknown / National Contingency                                                                                                                                       |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                                                                                                                                                                                                                                                                                     |
|---|-------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |       |  | <p>activations (see Paragraph 3.9.3) in an appropriate manner i.e. if a call has been routed as a location unknown, the system does not offer the URL because the URL would not be relevant to that caller. In the event of national contingency activation, the caller should:</p> |
| B | (a)   |  | not get the URL; or                                                                                                                                                                                                                                                                 |
| B | (b)   |  | get the URL but for the area from which the call originated, not the area of the provider who answered the call.                                                                                                                                                                    |
| B |       |  | For avoidance of doubt at no time should a caller be given a URL for a service outside of their geography;                                                                                                                                                                          |
| B | (iii) |  | report how many people elected to receive an SMS and/or                                                                                                                                                                                                                             |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  | email by geographic area;                                                                                                                                                           |
|---|-------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | (iv)  |  | have the sending name read as from 'NHS111', "119" or "NPFS" (as applicable) regardless of which commissioning area sent the text;                                                  |
| B | (v)   |  | the sending number should be 111 or something equally unique;                                                                                                                       |
| B | (vi)  |  | in the event of someone replying to or texting the number they'll receive a no reply, not in-service message (as is the case if you text 111);                                      |
| B | (vii) |  | the patient's telephone number will be classed as Patient Identifiable Data under the data protection act and any outsourcing arrangements and security should be commensurate; and |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |              |                                                                                                                                                                                                                                            |
|---|----------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | (viii)   |              | have the ability for the Buyer (being NHS Commissioning Board) to use the text facility send a text to predetermined set of recipient's mobile numbers, for example in the event of contingency activation.                                |
| B | 3.6.6.   | Availability |                                                                                                                                                                                                                                            |
| B | 3.6.6.1. |              | The Supplier shall provide a fully functional service, based on the full-service specification, which is at least 99.99% Available 24/7/365.                                                                                               |
| B | 3.6.6.2. |              | The Supplier shall provide a limited functionality service in event of a Routing Database failure, routing calls to the 111 Number and NPFS based on option selected and originating location that is at least 99.999% Available 24/7/365. |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                                                                                                                                                                        |  |
|---|----------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|   |          |  |                                                                                                                                                                                                                                                                        |  |
| B | 3.6.6.3. |  | The Supplier shall provide appropriate levels resilience to minimise the impact of Business Continuity Events and Disasters.                                                                                                                                           |  |
| B | 3.6.6.4. |  | The Supplier shall in the event of a catastrophic failure of the infrastructure, load balance 111 Calls across 111 Providers and NPFS calls to NPFS Contact Centres based on country of origin. Similar arrangements will be required for the 119 Number. For example, |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |          |                                                                                                                                                                                                                                |
|---|----------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |          | in a situation when NPFS is in NPFS Operation in England but not Scotland, Scottish callers will be played a message stating that the service is not available while English callers will be routed to an NPFS Contact Centre. |
| B | 3.6.7.   | Security |                                                                                                                                                                                                                                |
| B | 3.6.7.1. |          | The Supplier shall ensure that the Services adhere to the Information Governance Policy (or equivalent) that apply to the Buyer.                                                                                               |

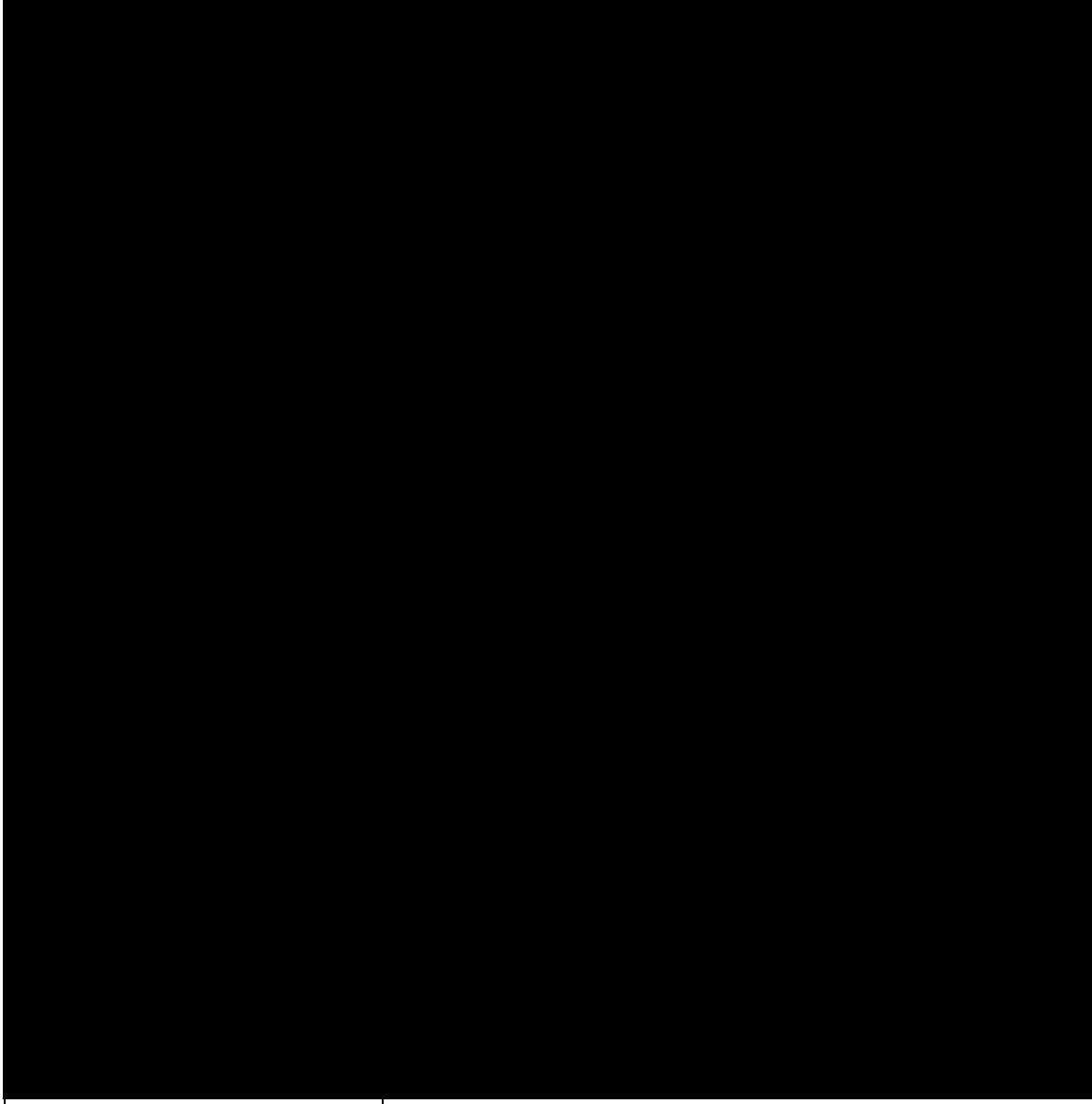
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                                                                                                          |
|---|----------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |  |                                                                                                                                                                                                          |
| B | 3.6.7.2. |  | The Supplier shall provide the service from secure locations commensurate with the type of data stored and services provided in accordance with Information Governance Policy standards (or equivalent). |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                     |  |
|---|----------|--|-----------------------------------------------------------------------------------------------------|--|
|   |          |  |                                                                                                     |  |
| B | 3.6.7.3. |  | The Supplier shall undertake annual security checks using an independently accredited organisation. |  |
| B | 3.6.7.4. |  | The Supplier shall provide reports on any security violations or attacks.                           |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |  |                                                                                                             |
|---|----------|--|--|-------------------------------------------------------------------------------------------------------------|
|   |          |  |  |                                                                                                             |
| B | 3.6.7.5. |  |  | The Supplier shall ensure the Services are free from Toll Fraud Vulnerabilities.                            |
| B | 3.6.7.6. |  |  | The Supplier shall ensure that appropriate levels of security checks are carried out on all Supplier Staff. |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                                  |                                                                                                                                                                     |  |
|---|----------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|   |          |                                  |                                                                                                                                                                     |  |
| B | 3.6.8.   | Data Processing Responsibilities |                                                                                                                                                                     |  |
| B | 3.6.8.1. |                                  | The Supplier shall comply with the provisions of Call-Off Schedule 33 (Processing Data).                                                                            |  |
| B | 3.6.8.2. |                                  | The Supplier shall comply with Information Governance Policy assurances via the Data Security and Protection Toolkit ("DSPT") using the applicable toolkit version. |  |
| B | 3.6.8.3. |                                  | The Supplier shall comply with the Buyer's Information Governance Policy standards with levels of security commensurate with the type of data                       |  |



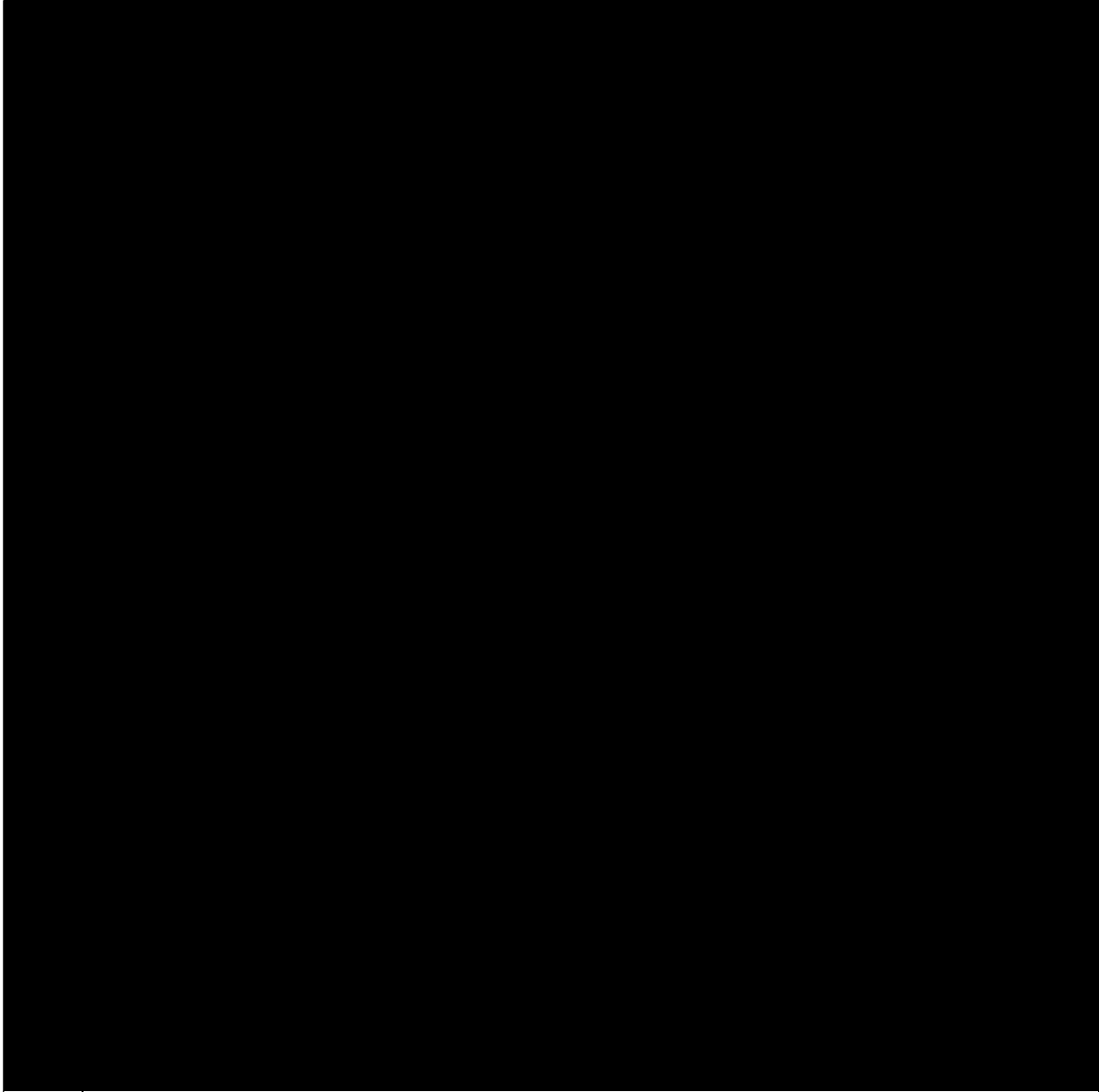
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |     |  |                                                       |
|---|-----|--|-------------------------------------------------------|
|   |     |  | held. This will include but not be limited to:        |
| B | (i) |  | undertaking a full Data Protection Impact Assessment; |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                                                                               |  |
|---|-------|--|-------------------------------------------------------------------------------|--|
|   |       |  |                                                                               |  |
| B | (ii)  |  | establishment of data sharing agreements;                                     |  |
| B | (iii) |  | adherence to Record Retention Policies;                                       |  |
| B | (iv)  |  | Use of anti-virus software in accordance with Call-Off Schedule 9 (Security); |  |

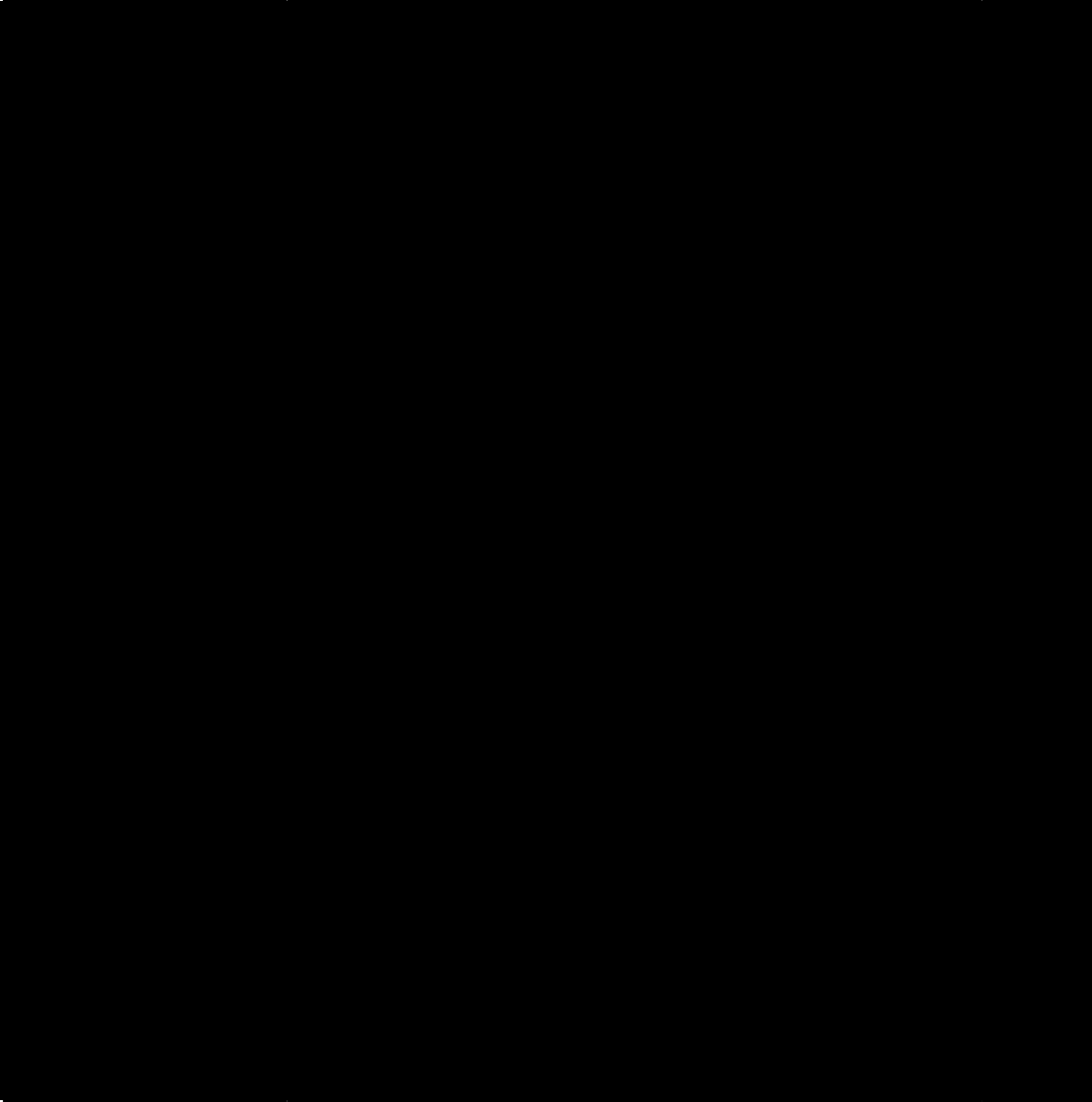
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                              |
|---|----------|--|--------------------------------------------------------------|
| B | (v)      |  | deployment of intruder protection and detection devices; and |
| B | (vi)     |  | regular independent penetration testing.                     |
| B | 3.6.8.4. |  | The Supplier shall comply with current Data Protection       |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                           |
|---|----------|--|-------------------------------------------------------------------------------------------|
|   |          |  | Legislation and any subsequent or updated regulations.                                    |
| B | 3.6.8.5. |  | The Supplier shall comply with Caldicott Principles for safeguarding patient information. |
| B | 3.6.8.6. |  | The Supplier shall encrypt any Personal Data held, such as biometric information.         |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                                                        |  |
|---|----------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|   |          |  |                                                                                                                                                        |  |
| B | 3.6.8.7. |  | The Supplier shall support IUC Providers and NPFS Providers to discharge their legal responsibilities as Controller. In particular the Supplier shall: |  |
| B | (i)      |  | comply with the Data Protection Legislation. This compliance will include keeping records of data processing activities;                               |  |

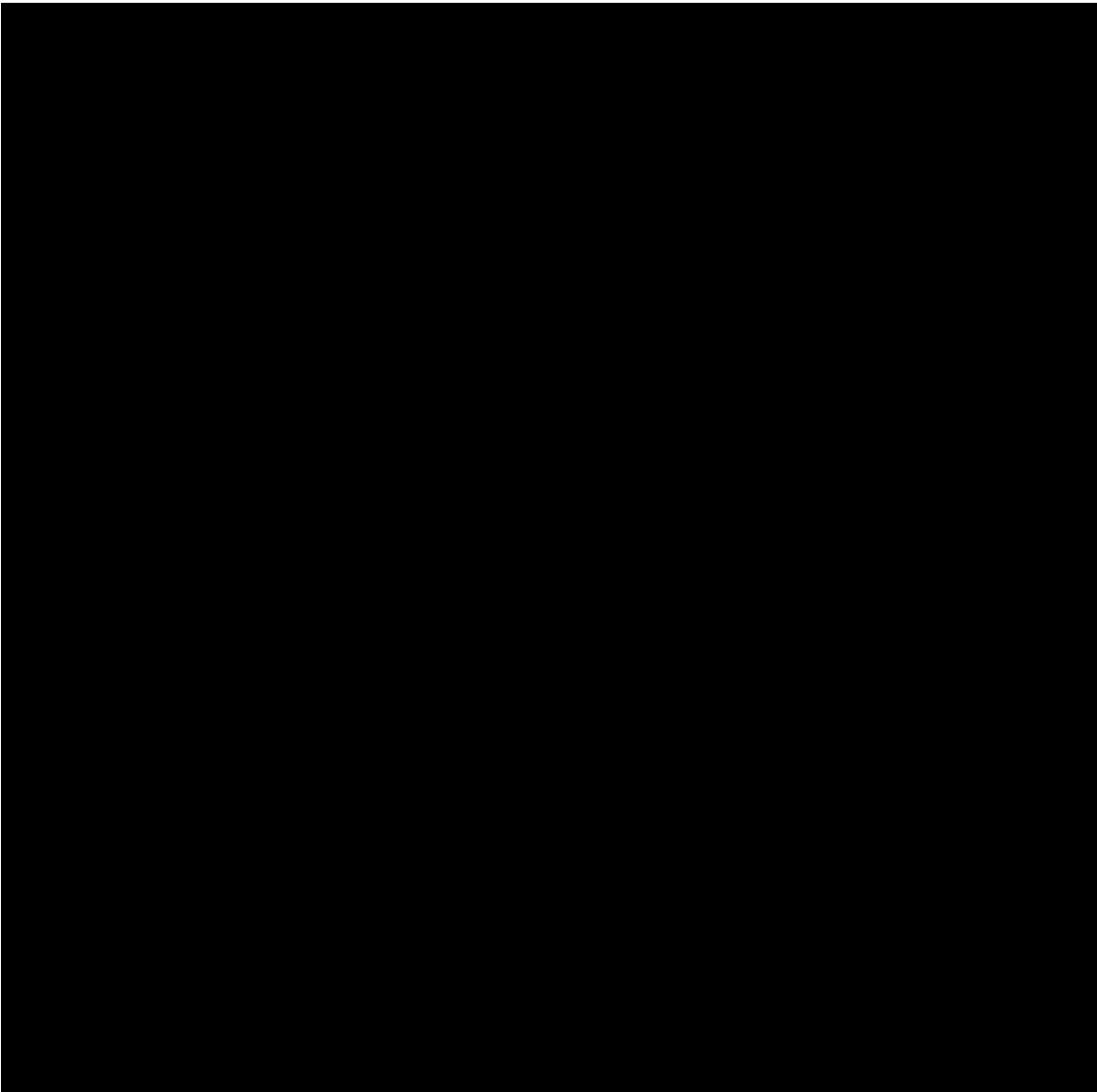
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                                                                                                                                                                                      |
|---|-------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |       |  |                                                                                                                                                                                      |
| B | (ii)  |  | support the IUC Providers and NPFS Providers (as applicable) to respond to a Subject Access Request made by a patient under Data Protection Legislation at no charge to the patient; |
| B | (iii) |  | supply information required to be recorded in the record access                                                                                                                      |



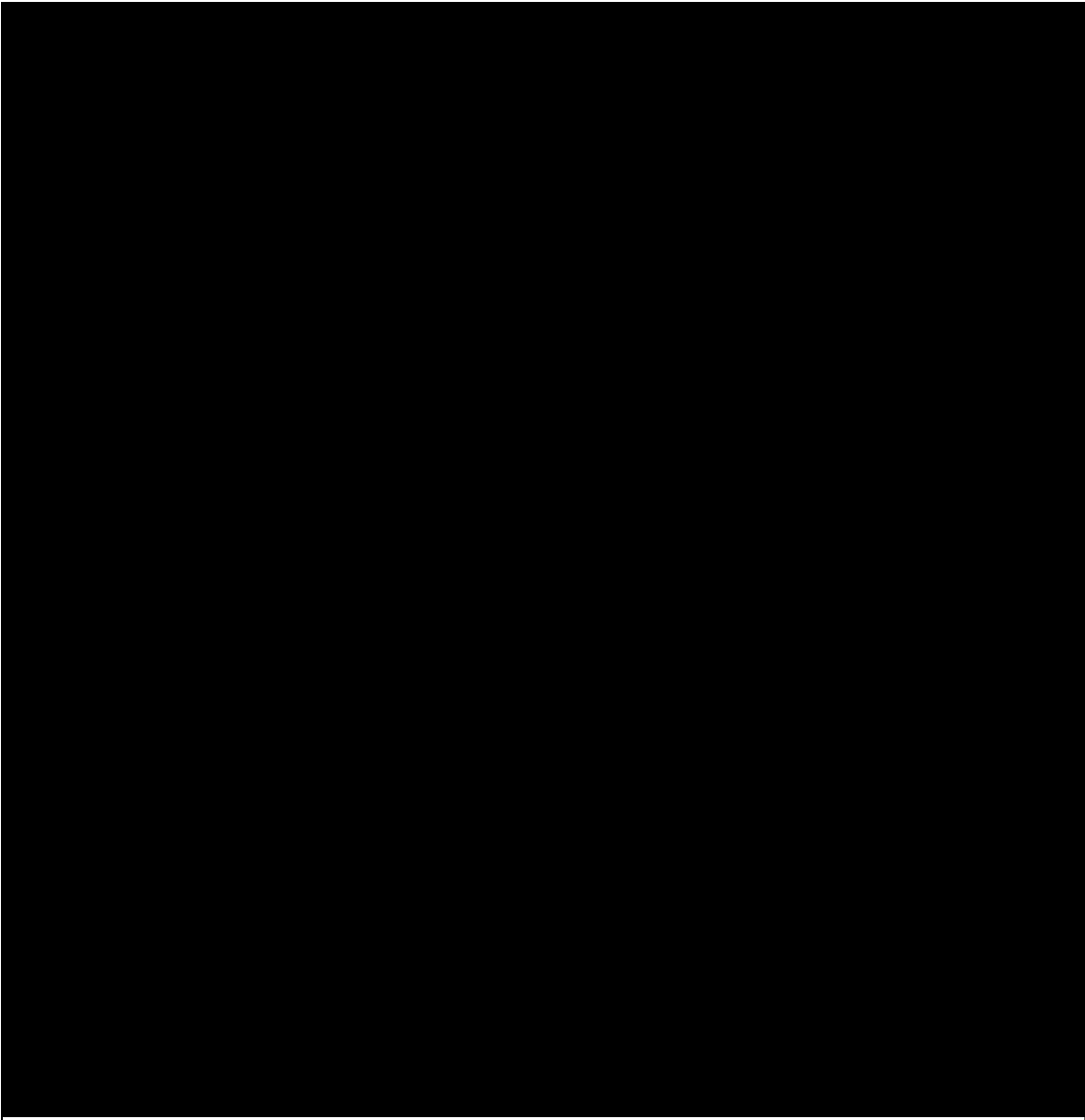
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  |  | audit log that the IUC Providers and NPFS Providers will automatically maintain in the system. This audit log should be readily accessible by the IUC Providers and NPFS Providers as Controller to allow the IUC Providers and NPFS Providers to respond to patient requests for this information (as committed in the NHS Patient Care Record Guarantee) or to any authorised information security or governance investigations. |
|--|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                                                                         |  |
|---|-----------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|   |           |  |                                                                                                                                                                                                                                                                         |  |
| B | 3.6.8.8.  |  | The Supplier shall hold Personal Data securely within the U.K. where Patient Identifiable Data is hosted externally by the Supplier (or one of its Subcontractors).                                                                                                     |  |
| B | 3.6.8.9.  |  | The Supplier shall fully support the IUC Providers and NPFS Providers to detect, report and investigate Personal Data Breaches, complying with the requirement to report specific breaches to the ICO within seventy-two (72) hours of becoming aware of such a breach. |  |
| B | 3.6.8.10. |  | The Supplier shall comply with the National Data Guardian's Data 10 Security Standards.                                                                                                                                                                                 |  |



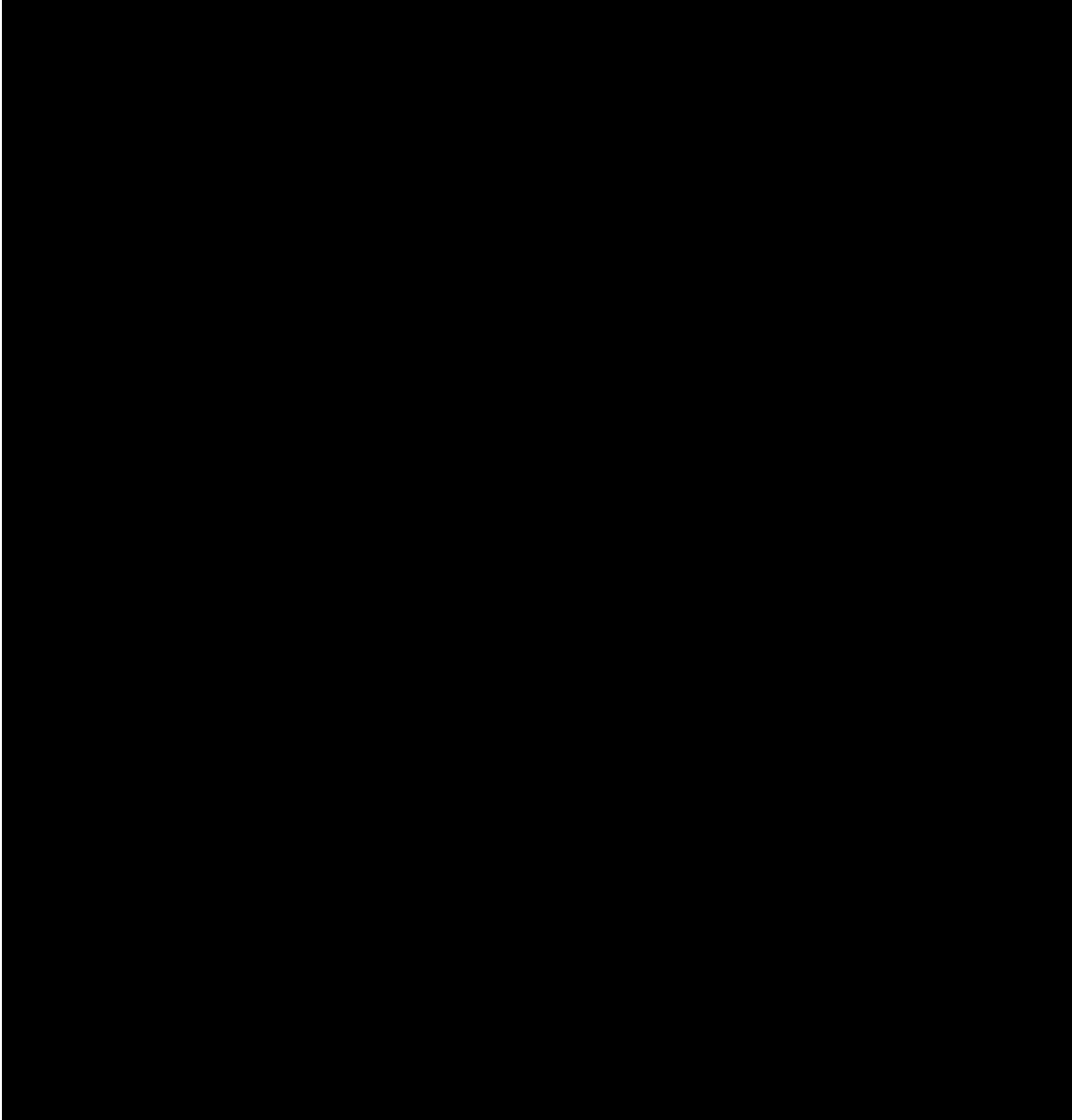
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                          |
|---|-----------|--|--------------------------------------------------------------------------|
|   |           |  |                                                                          |
| B | 3.6.8.11. |  | The Supplier shall comply with the Data Security and Protection Toolkit. |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                   |                                                                                                                   |  |
|---|-----------|-------------------|-------------------------------------------------------------------------------------------------------------------|--|
| B | 3.6.8.12. |                   | The Supplier shall comply with any other data processing and regulatory tools that become mandated in the future. |  |
| B | 3.6.9.    | Records retention |                                                                                                                   |  |
| B | 3.6.9.1.  |                   | The Supplier shall ensure that where Voice Recording has                                                          |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                                                                                                                                                                                                                                                                                             |
|---|----------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |  | been ordered all calls are voice recorded on extension side and that all conversations, including internal consultation and warm transfer requests, are recorded to a legally admissible standard.                                                                                                                                                                                          |
| B | 3.6.9.2. |  | The Supplier shall comply with the records retention period for all records including voice recordings in the NHS Records Management Code of Practice (see Appendix 13). For the avoidance of doubt, regarding the voice recording this may involve the need to tag calls with the patient's date of birth to enable records to be purged when the respective retention period has elapsed. |
| B | 3.6.9.3. |  | The Supplier shall demonstrate adherence to the protection and retention of all information collected and used for                                                                                                                                                                                                                                                                          |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

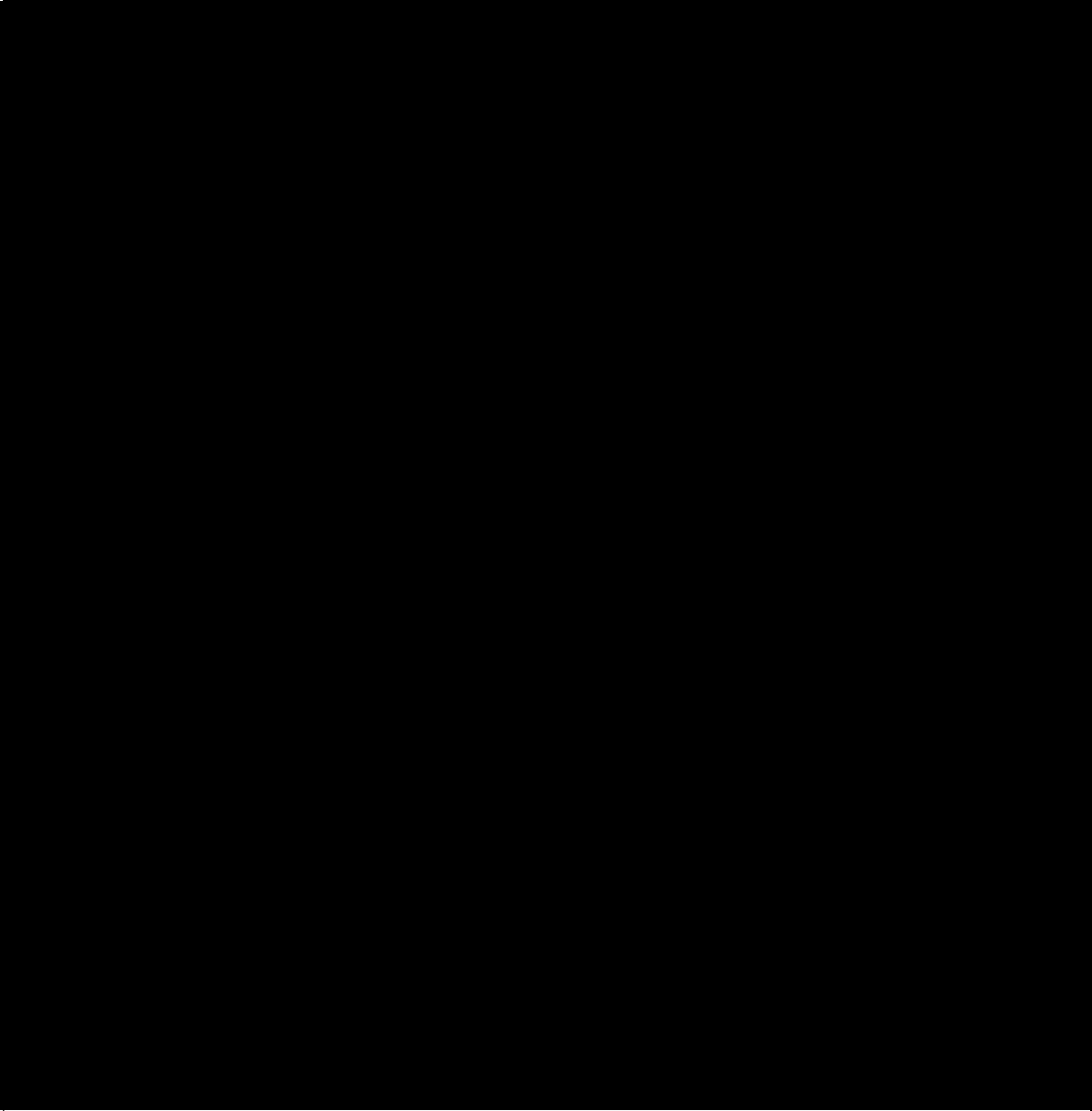
Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                                                                                                                                                                                           |
|---|----------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |  | the purpose of this Call-Off Contract in line with the Public Records Act 1958 and the NHS Records Management Code of Practice, whether electronic or manually held.                                                                                                                      |
| B | 3.6.9.4. |  | Any information required to be held longer than the minimum periods outlined in the NHS Records Management Code of Practice, must be approved by the ICO prior to retaining the relevant data. All requests must include details of the extension required and justification for request. |
| B | 3.6.9.5. |  | The Supplier and any Subcontractors shall ensure that disposal of records and information is in line with minimum retention periods and                                                                                                                                                   |

**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|  |  |  |                                                                  |
|--|--|--|------------------------------------------------------------------|
|  |  |  | make use of appropriate and adequate secure destruction methods. |
|--|--|--|------------------------------------------------------------------|



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                                                                                                                                                                            |  |
|---|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|   |          |                                                                                                                                                                            |  |
| B | 3.6.9.6. | The Supplier shall work with the Buyer to supply a full list of information (including digital assets) that have been destroyed each year and certificates of destruction. |  |
| B | 3.6.9.7. | The Supplier shall not process any Patient Identifiable Data outside of the UK without prior Approval from the Buyer (being NHS Commissioning Board).                      |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                |                                                                                                                                                                                                                                                                                                                                                                                 |
|---|-----------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |                |                                                                                                                                                                                                                                                                                                                                                                                 |
| B | 3.6.9.8.  |                | Where information is held in digital format, the Supplier shall ensure that this is done in line with ISO 15489 – Information and Document standard 28 (or the Code of Practice for Legal Admissibility and evidential weight for information stored electronically (also known as BIP0008)), or equivalent. For the avoidance of doubt this will include voice recording data. |
| B | 3.6.10.   | Record Keeping |                                                                                                                                                                                                                                                                                                                                                                                 |
| B | 3.6.10.1. |                | The Supplier shall adhere to all legislation, agreed policies and best practice concerning record keeping covering both administrative and clinical records.                                                                                                                                                                                                                    |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |              |                                                                                                                                                                                                                                            |
|---|-----------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | 3.6.10.2. |              | All calls/contacts with users must be recorded accordingly and retained in line with guidance on records retention schedules (NHS Records Management Code of Practice.                                                                     |
| B | 3.6.11.   | Availability |                                                                                                                                                                                                                                            |
| B | 3.6.11.1. |              | The Supplier shall provide a fully functional service, based on the full-service specification, which is at least 99.99% Available 24/7/365.                                                                                               |
| B | 3.6.11.2. |              | The Supplier shall provide a limited functionality service in event of a Routing Database failure, routing calls to the 111 Number and NPFS based on option selected and originating location that is at least 99.999% Available 24/7/365. |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                                                                                                                                                                                             |
|---|-----------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.6.11.3. |  | The Supplier shall provide appropriate levels resilience to minimise the impact of Business Continuity Events and Disasters.                                                                                                                                                                                                                                                                |
| B | 3.6.11.4. |  | The Supplier shall in the event of a catastrophic failure of the infrastructure, load balance 111 Calls across 111 Providers and NPFS calls to NPFS Contact Centres based on country of origin. Similar arrangements will be required for the 119 Number. For example, in a situation when NPFS is in NPFS Operation in England but not Scotland, Scottish callers will be played a message |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |          |                                                                                                                                  |
|---|-----------|----------|----------------------------------------------------------------------------------------------------------------------------------|
|   |           |          | stating that the service is not available while English callers will be routed to an NPFS Contact Centre.                        |
| B | 3.6.12.   | Security |                                                                                                                                  |
| B | 3.6.12.1. |          | The Supplier shall ensure that the Services adhere to the Information Governance Policy (or equivalent) that apply to the Buyer. |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                                                                                                                                                                                                          |  |
|---|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|   |           |                                                                                                                                                                                                          |  |
| B | 3.6.12.2. | The Supplier shall provide the service from secure locations commensurate with the type of data stored and services provided in accordance with Information Governance Policy standards (or equivalent). |  |
| B | 3.6.12.3. | The Supplier shall undertake annual security checks using an independently accredited organisation.                                                                                                      |  |
| B | 3.6.12.4. | The Supplier shall provide reports on any security violations or attacks.                                                                                                                                |  |
| B | 3.6.12.5. | The Supplier shall ensure the Services                                                                                                                                                                   |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

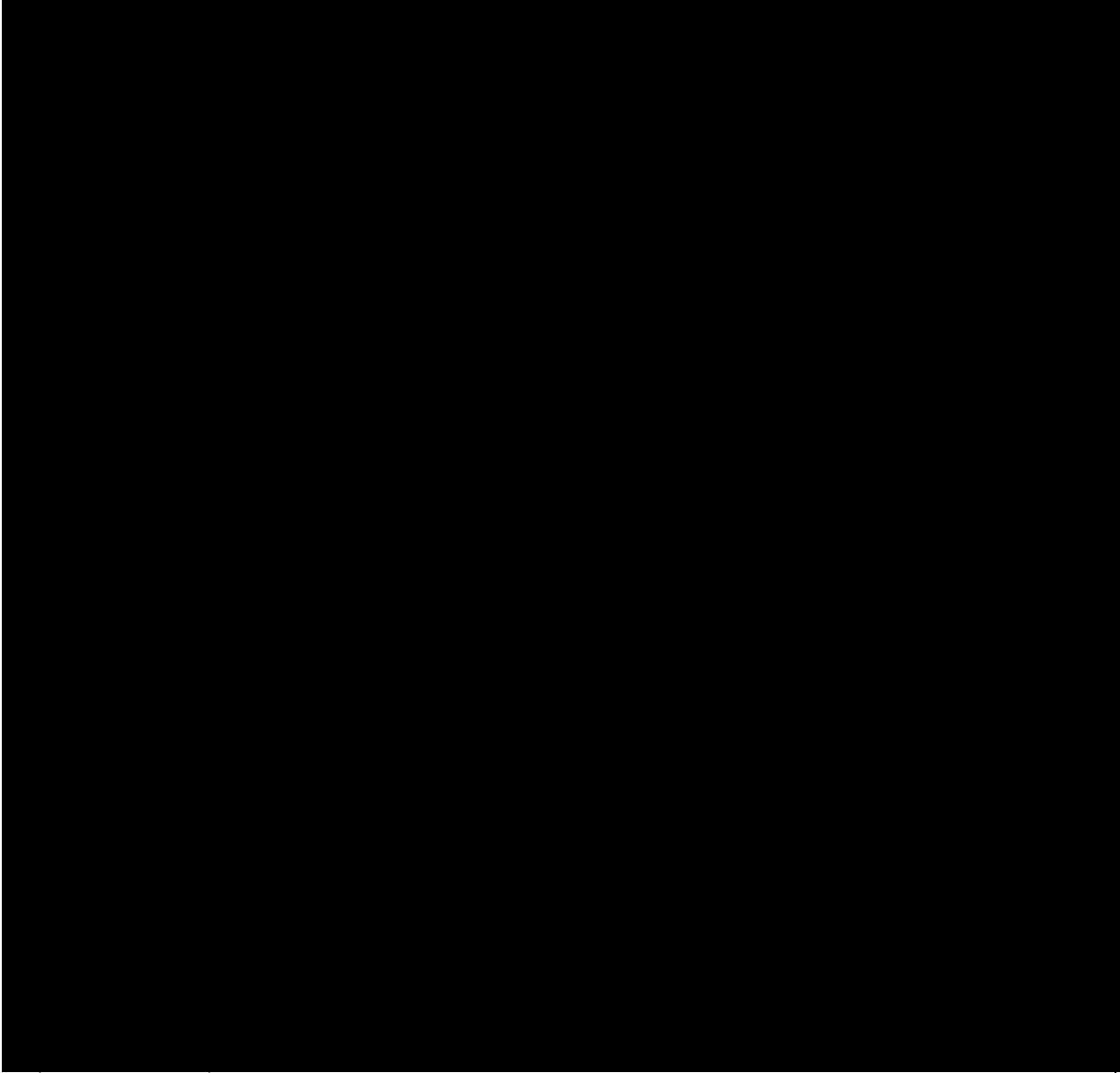
|   |           |                                  |                                                                                                             |
|---|-----------|----------------------------------|-------------------------------------------------------------------------------------------------------------|
|   |           |                                  | are free from Toll Fraud Vulnerabilities.                                                                   |
| B | 3.6.12.6. |                                  | The Supplier shall ensure that appropriate levels of security checks are carried out on all Supplier Staff. |
| B | 3.6.13.   | Data Processing Responsibilities |                                                                                                             |
| B | 3.6.13.1. |                                  | The Supplier shall comply with the provisions of Call-Off Schedule 33 (Processing Data).                    |
| B | 3.6.13.2. |                                  | The Supplier shall comply with Information Governance Policy assurances via the Data Security and           |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



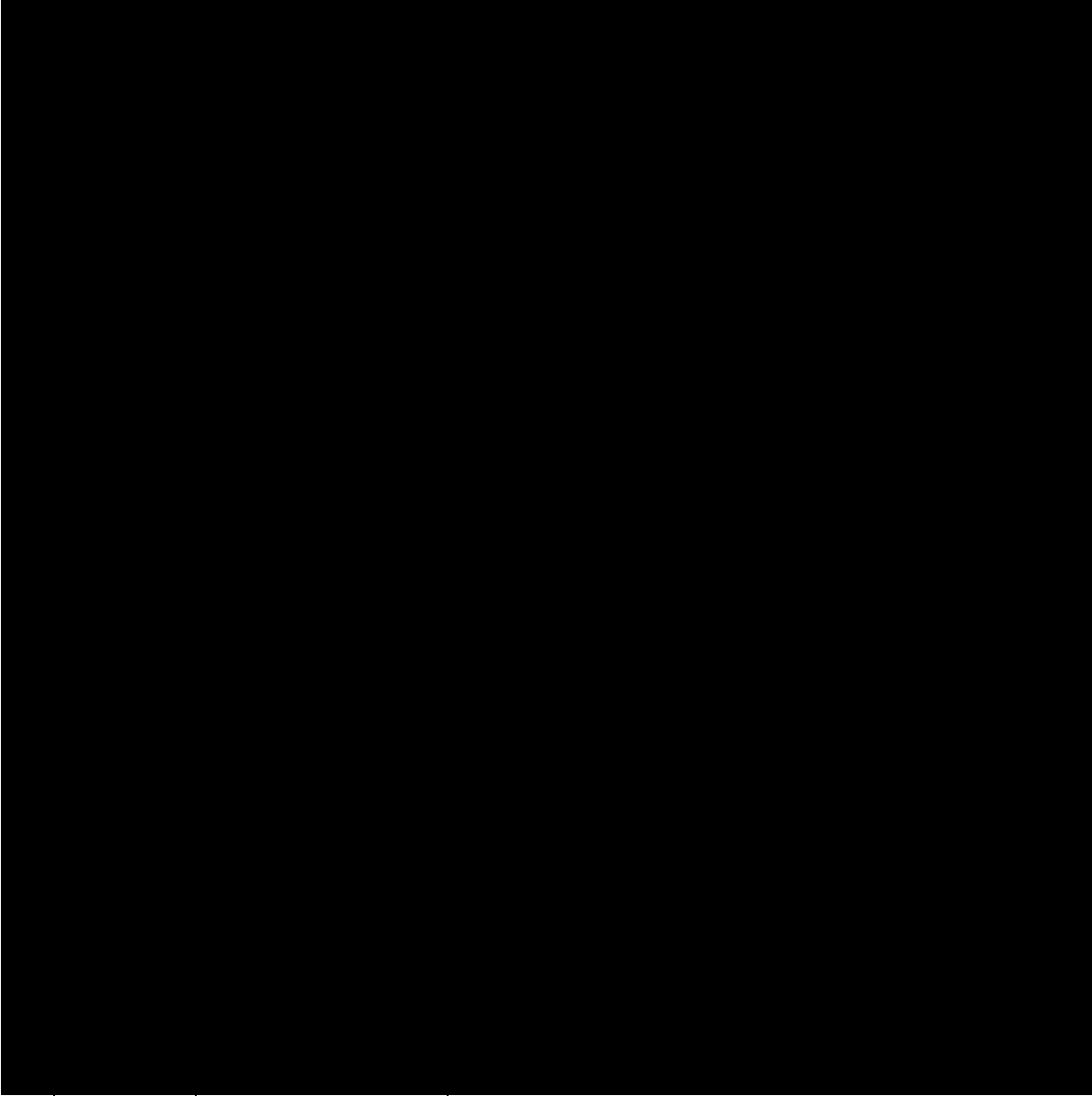
|   |           |  |                                                                                                                                                                                                                      |
|---|-----------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  | Protection Toolkit<br>("DSPT") using the<br>applicable toolkit<br>version.                                                                                                                                           |
| B | 3.6.13.3. |  | The Supplier shall<br>comply with the Buyer's<br>Information<br>Governance Policy<br>standards with levels of<br>security commensurate<br>with the type of data<br>held. This will include<br>but not be limited to: |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



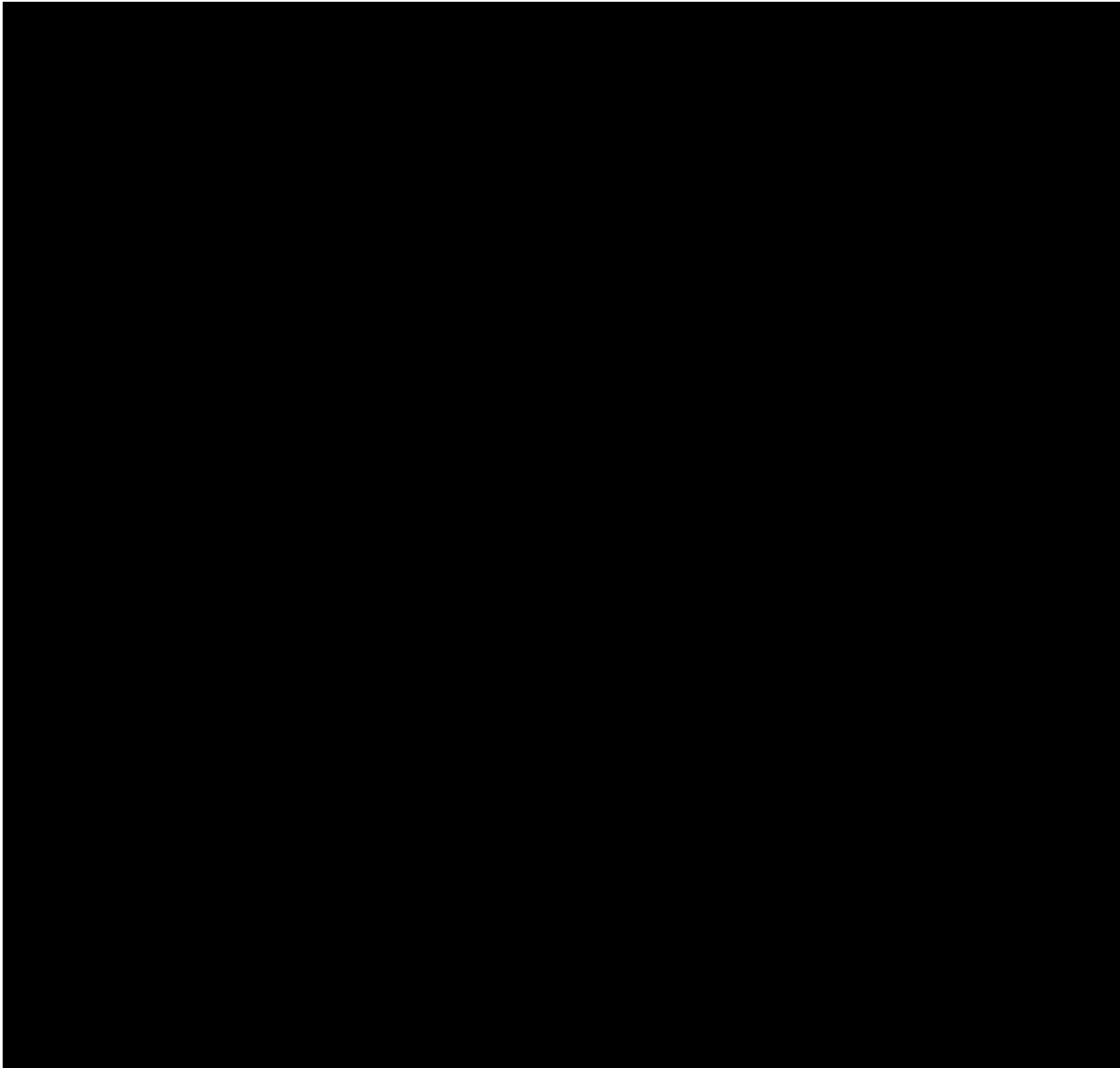
|   |      |  |                                                       |  |
|---|------|--|-------------------------------------------------------|--|
|   |      |  |                                                       |  |
| B | (i)  |  | undertaking a full Data Protection Impact Assessment; |  |
| B | (ii) |  | establishment of data sharing agreements;             |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



|   |       |  |                                                                               |  |
|---|-------|--|-------------------------------------------------------------------------------|--|
|   |       |  |                                                                               |  |
| B | (iii) |  | adherence to Record Retention Policies;                                       |  |
| B | (iv)  |  | Use of anti-virus software in accordance with Call-Off Schedule 9 (Security); |  |
| B | (v)   |  | deployment of intruder protection and detection devices; and                  |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                               |  |
|---|-----------|--|---------------------------------------------------------------------------------------------------------------|--|
|   |           |  |                                                                                                               |  |
| B | (vi)      |  | regular independent penetration testing.                                                                      |  |
| B | 3.6.13.4. |  | The Supplier shall comply with current Data Protection Legislation and any subsequent or updated regulations. |  |
| B | 3.6.13.5. |  | The Supplier shall comply with Caldicott Principles for safeguarding patient information.                     |  |
| B | 3.6.13.6. |  | The Supplier shall encrypt any Personal Data held, such as biometric information.                             |  |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                        |  |
|---|-----------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|   |           |  |                                                                                                                                                        |  |
| B | 3.6.13.7. |  | The Supplier shall support IUC Providers and NPFS Providers to discharge their legal responsibilities as Controller. In particular the Supplier shall: |  |
| B | (i)       |  | comply with the Data Protection Legislation. This compliance will include keeping records of data processing activities;                               |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                                                                                                                                                                                      |  |
|---|-------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|   |       |  |                                                                                                                                                                                      |  |
| B | (ii)  |  | support the IUC Providers and NPFS Providers (as applicable) to respond to a Subject Access Request made by a patient under Data Protection Legislation at no charge to the patient; |  |
| B | (iii) |  | supply information required to be recorded in the record access audit log that the IUC Providers and NPFS Providers will automatically maintain                                      |  |

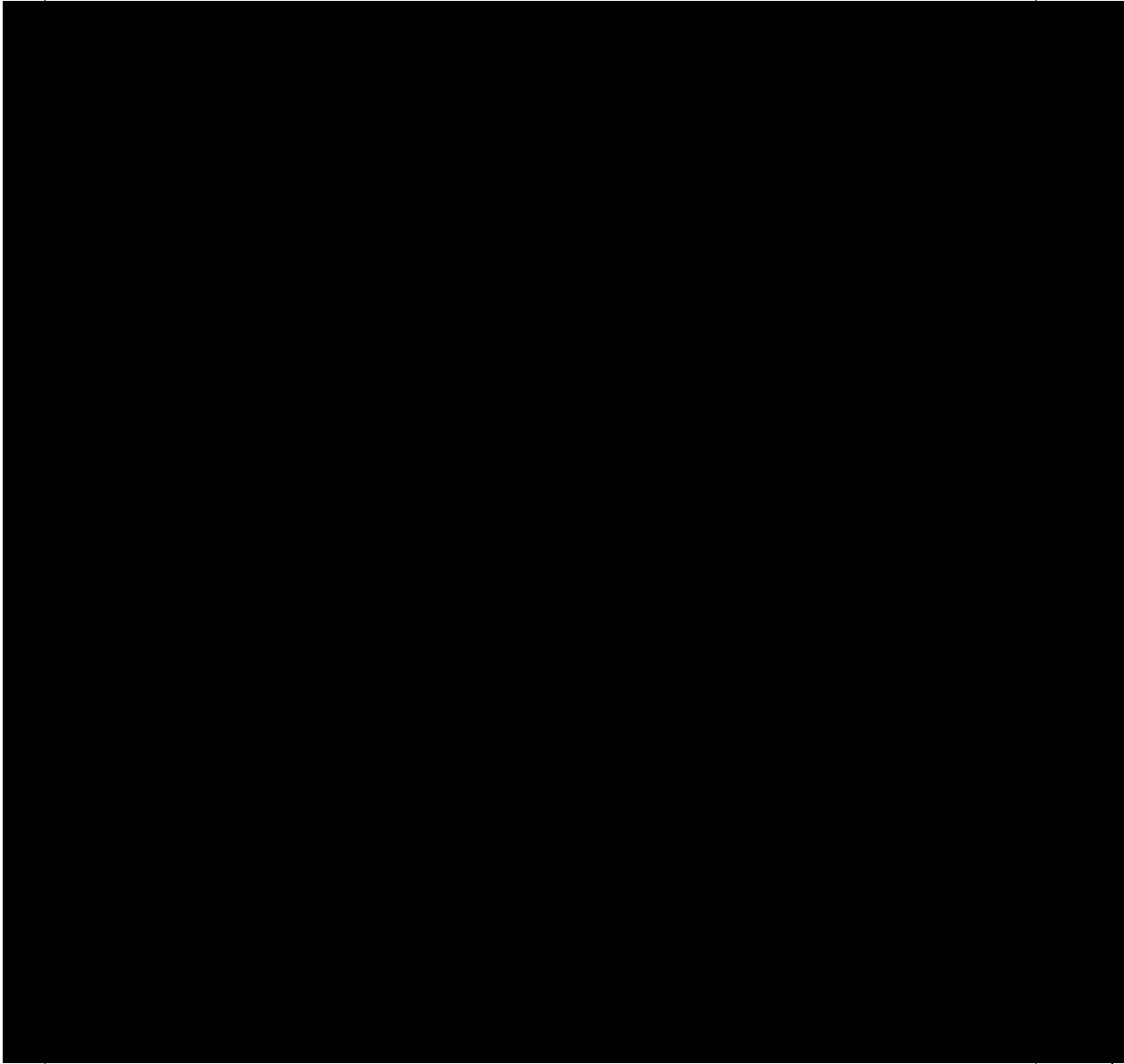
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                                                                                                                                                    |
|---|-----------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  | in the system. This audit log should be readily accessible by the IUC Providers and NPFS Providers as Controller to allow the IUC Providers and NPFS Providers to respond to patient requests for this information (as committed in the NHS Patient Care Record Guarantee) or to any authorised information security or governance investigations. |
| B | 3.6.13.8. |  | The Supplier shall hold Personal Data securely                                                                                                                                                                                                                                                                                                     |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |            |  |                                                                                                                                                                                                                                                                         |
|---|------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |            |  | within the UK where Patient Identifiable Data is hosted externally by the Supplier (or one of its Subcontractors).                                                                                                                                                      |
| B | 3.6.13.9.  |  | The Supplier shall fully support the IUC Providers and NPFS Providers to detect, report and investigate Personal Data Breaches, complying with the requirement to report specific breaches to the ICO within seventy-two (72) hours of becoming aware of such a breach. |
| B | 3.6.13.10. |  | The Supplier shall comply with the National Data Guardian's Data 10 Security Standards.                                                                                                                                                                                 |
| B | 3.6.13.11. |  | The Supplier shall comply with the Data                                                                                                                                                                                                                                 |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |            |                   |                                                                                                                                                                                                                                                             |
|---|------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |            |                   | Security and Protection Toolkit.                                                                                                                                                                                                                            |
| B | 3.6.13.12. |                   | The Supplier shall comply with any other data processing and regulatory tools that become mandated in the future.                                                                                                                                           |
| B | 3.6.14.    | Records retention |                                                                                                                                                                                                                                                             |
| B | 3.6.14.1.  |                   | The Supplier shall ensure that where Voice Recording has been ordered all calls are voice recorded on extension side and that all conversations, including internal consultation and warm transfer requests, are recorded to a legally admissible standard. |
| B | 3.6.14.2.  |                   | The Supplier shall comply with the records                                                                                                                                                                                                                  |

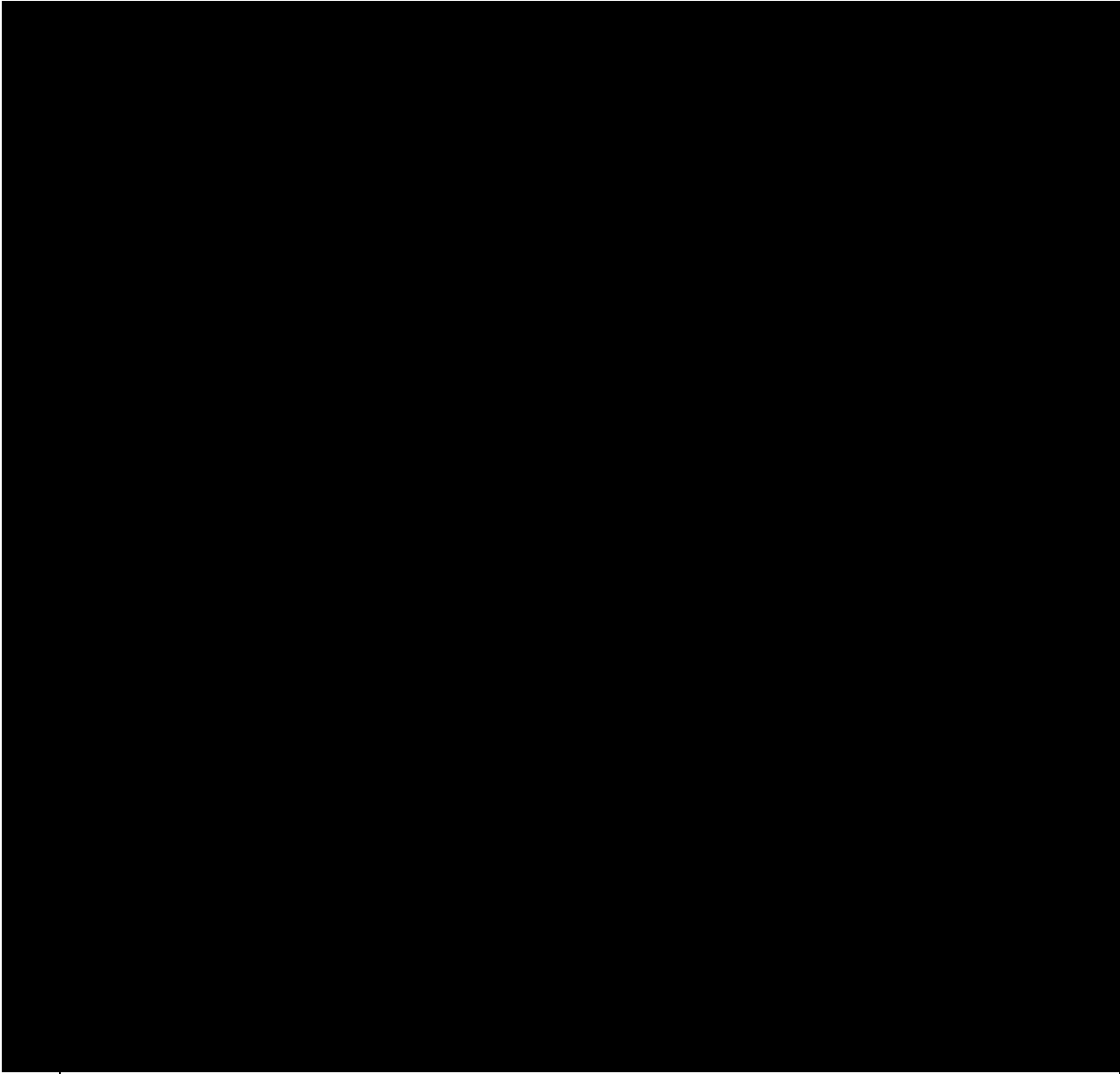
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|  |  |  |                                                                                                                                                                                                                                                                                                                                                  |
|--|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  |  | retention period for all records including voice recordings in the NHS Records Management Code of Practice (see Appendix 13). For the avoidance of doubt, regarding the voice recording this may involve the need to tag calls with the patient's date of birth to enable records to be purged when the respective retention period has elapsed. |
|--|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |  |                                                                                                                                                                                                                                                                                         |
|---|-----------|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  |  |                                                                                                                                                                                                                                                                                         |
| B | 3.6.14.3. |  |  | The Supplier shall demonstrate adherence to the protection and retention of all information collected and used for the purpose of this Call-Off Contract in line with the Public Records Act 1958 and the NHS Records Management Code of Practice, whether electronic or manually held. |
| B | 3.6.14.4. |  |  | Any information required to be held longer than the minimum periods outlined in the NHS Records Management Code of Practice, must be approved by the ICO prior to retaining the relevant data. All requests must include details of the extension                                       |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  | required and justification for request.                                                                                                                                                                  |
|---|-----------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.6.14.5. |  | The Supplier and any Subcontractors shall ensure that disposal of records and information is in line with minimum retention periods and make use of appropriate and adequate secure destruction methods. |





**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |  |                                                                                                                                                                                   |
|---|-----------|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  |  |                                                                                                                                                                                   |
| B | 3.6.14.6. |  |  | <p>The Supplier shall work with the Buyer to supply a full list of information (including digital assets) that have been destroyed each year and certificates of destruction.</p> |
| B | 3.6.14.7. |  |  | <p>The Supplier shall not process any Patient Identifiable Data outside of the UK without prior Approval from the Buyer (being NHS Commissioning Board).</p>                      |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                |                                                                                                                                                                                                                                                                                                                                                      |
|---|-----------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.6.14.8. |                | Where information is held in digital format, the Supplier shall ensure that this is done in line with ISO 15489—Information and Document standard 28 (or the Code of Practice for Legal Admissibility and evidential weight for information stored electronically) or equivalent. For the avoidance of doubt this will include voice recording data. |
| B | 3.6.15.   | Record Keeping |                                                                                                                                                                                                                                                                                                                                                      |
| B | 3.6.15.1. |                | The Supplier shall adhere to all legislation, agreed policies and best practice concerning record keeping covering both administrative and clinical records.                                                                                                                                                                                         |
|   | 3.6.15.2. |                | All calls/contacts with users must be recorded accordingly and retained in line with                                                                                                                                                                                                                                                                 |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|  |  |  |                                                                                   |
|--|--|--|-----------------------------------------------------------------------------------|
|  |  |  | guidance on records retention schedules (NHS Records Management Code of Practice. |
|--|--|--|-----------------------------------------------------------------------------------|

|   |           |              |                                                                                                                                                                                                                                           |
|---|-----------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.6.16.   | Availability |                                                                                                                                                                                                                                           |
| B | 3.6.16.1. |              | The Supplier shall provide a fully functional service, based on the full-service specification, which is at least 99.99% Available 24/7/365.                                                                                              |
| B | 3.6.16.2. |              | The Supplier shall provide the Core Functionality service in event of a Routing Database failure, routing calls to the 111 Number and NPFS based on option selected and originating location that is at least 99.999% Available 24/7/365. |
| B | 3.6.16.3. |              | The Supplier shall provide appropriate levels resilience to minimise the impact of                                                                                                                                                        |

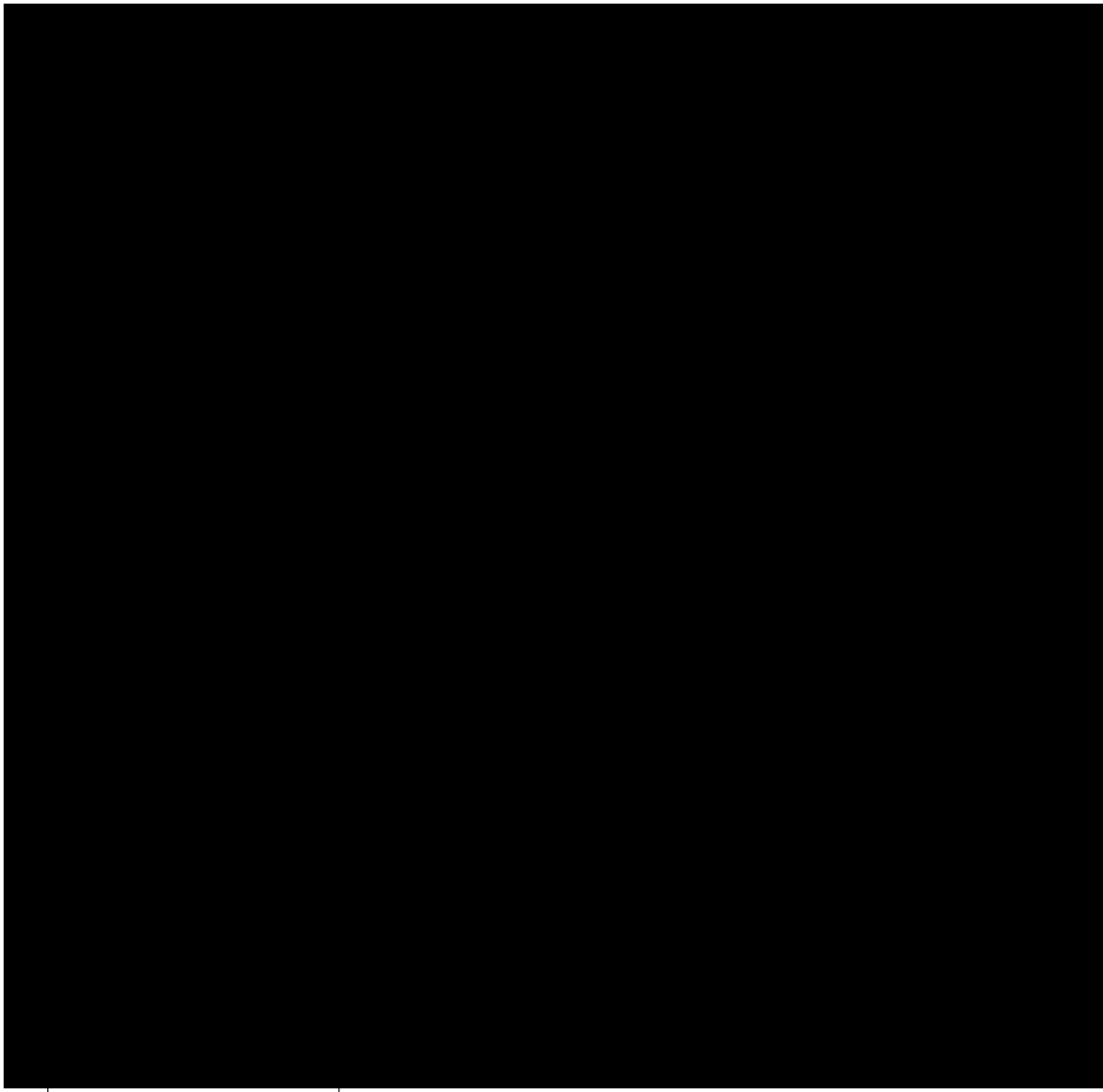
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---|-----------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  | Business Continuity<br>Events and Disasters.                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| B | 3.6.16.4. |  | The Supplier shall in the event of a catastrophic failure of the infrastructure, load balance 111 Calls across 111 Providers and NPFS calls to NPFS Contact Centres based on country of origin. Similar arrangements will be required for the 119 Number. For example, in a situation when NPFS is in NPFS Operation in England but not Scotland, Scottish callers will be played a message stating that the service is not available while English callers will be routed to an NPFS Contact Centre. |



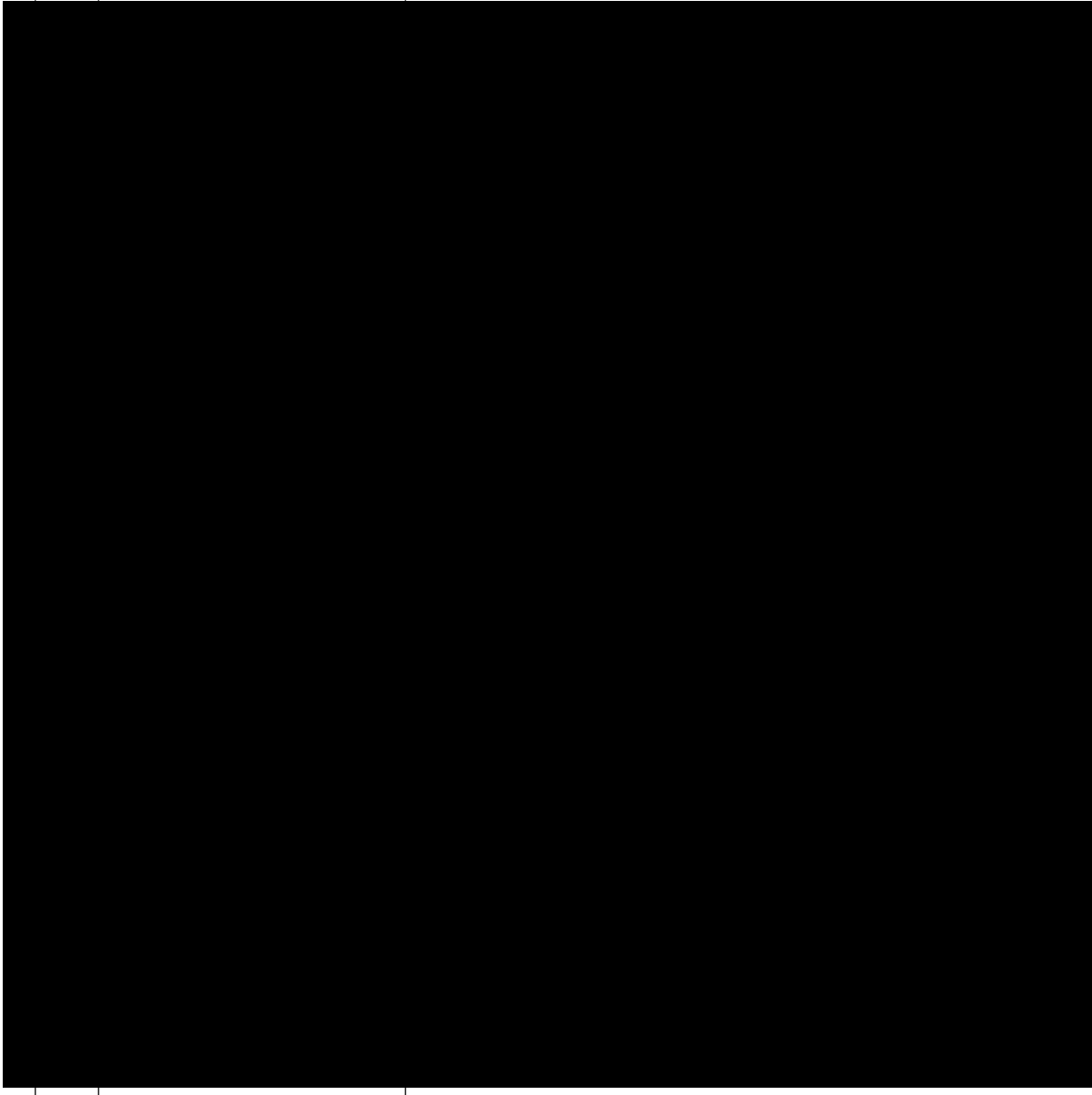
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| B | 3.6.17.   | Security |                                                                                                                                                                                                          |
|---|-----------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.6.17.1. |          | The Supplier shall ensure that the Services adhere to the Information Governance Policy (or equivalent) that apply to the Buyer.                                                                         |
| B | 3.6.17.2. |          | The Supplier shall provide the service from secure locations commensurate with the type of data stored and services provided in accordance with Information Governance Policy standards (or equivalent). |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                     |  |  |
|---|-----------|--|-----------------------------------------------------------------------------------------------------|--|--|
|   |           |  |                                                                                                     |  |  |
| B | 3.6.17.3. |  | The Supplier shall undertake annual security checks using an independently accredited organisation. |  |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                             |
|---|-----------|--|-------------------------------------------------------------------------------------------------------------|
| B | 3.6.17.4. |  | The Supplier shall provide reports on any security violations or attacks.                                   |
| B | 3.6.17.5. |  | The Supplier shall ensure the Services are free from Toll Fraud Vulnerabilities.                            |
| B | 3.6.17.6. |  | The Supplier shall ensure that appropriate levels of security checks are carried out on all Supplier Staff. |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                                  |                                                                                                                                                                     |  |
|---|-----------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|   |           |                                  |                                                                                                                                                                     |  |
| B | 3.6.18.   | Data Processing Responsibilities |                                                                                                                                                                     |  |
| B | 3.6.18.1. |                                  | The Supplier shall comply with the provisions of Call-Off Schedule 33 (Processing Data).                                                                            |  |
| B | 3.6.18.2. |                                  | The Supplier shall comply with Information Governance Policy assurances via the Data Security and Protection Toolkit ("DSPT") using the applicable toolkit version. |  |
| B | 3.6.18.3. |                                  | The Supplier shall comply with the Buyer's Information Governance Policy standards with levels of security commensurate with the type of data                       |  |



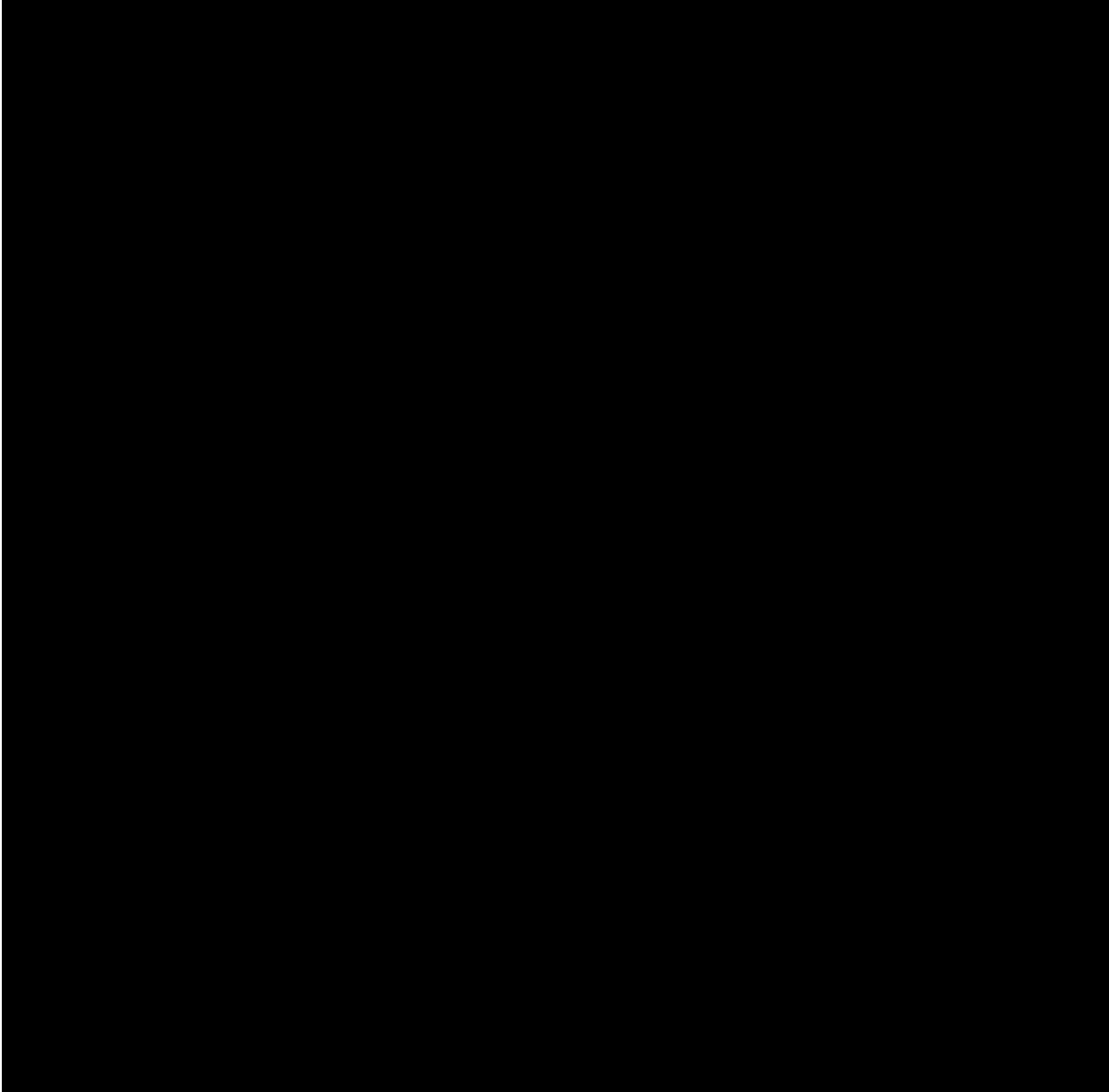
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|  |  |  |                                                |
|--|--|--|------------------------------------------------|
|  |  |  | held. This will include but not be limited to: |
|--|--|--|------------------------------------------------|



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                                                                               |
|---|-------|--|-------------------------------------------------------------------------------|
| B | (i)   |  | undertaking a full Data Protection Impact Assessment;                         |
| B | (ii)  |  | establishment of data sharing agreements;                                     |
| B | (iii) |  | adherence to Record Retention Policies;                                       |
| B | (iv)  |  | Use of anti-virus software in accordance with Call-Off Schedule 9 (Security); |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                                                                                                               |  |
|---|-----------|---------------------------------------------------------------------------------------------------------------|--|
|   |           |                                                                                                               |  |
| B | (v)       | deployment of intruder protection and detection devices; and                                                  |  |
| B | (vi)      | regular independent penetration testing.                                                                      |  |
| B | 3.6.18.4. | The Supplier shall comply with current Data Protection Legislation and any subsequent or updated regulations. |  |
| B | 3.6.18.5. | The Supplier shall comply with Caldicott Principles for safeguarding patient information.                     |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                        |
|---|-----------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.6.18.6. |  | The Supplier shall encrypt any Personal Data held, such as biometric information.                                                                      |
| B | 3.6.18.7. |  | The Supplier shall support IUC Providers and NPFS Providers to discharge their legal responsibilities as Controller. In particular the Supplier shall: |

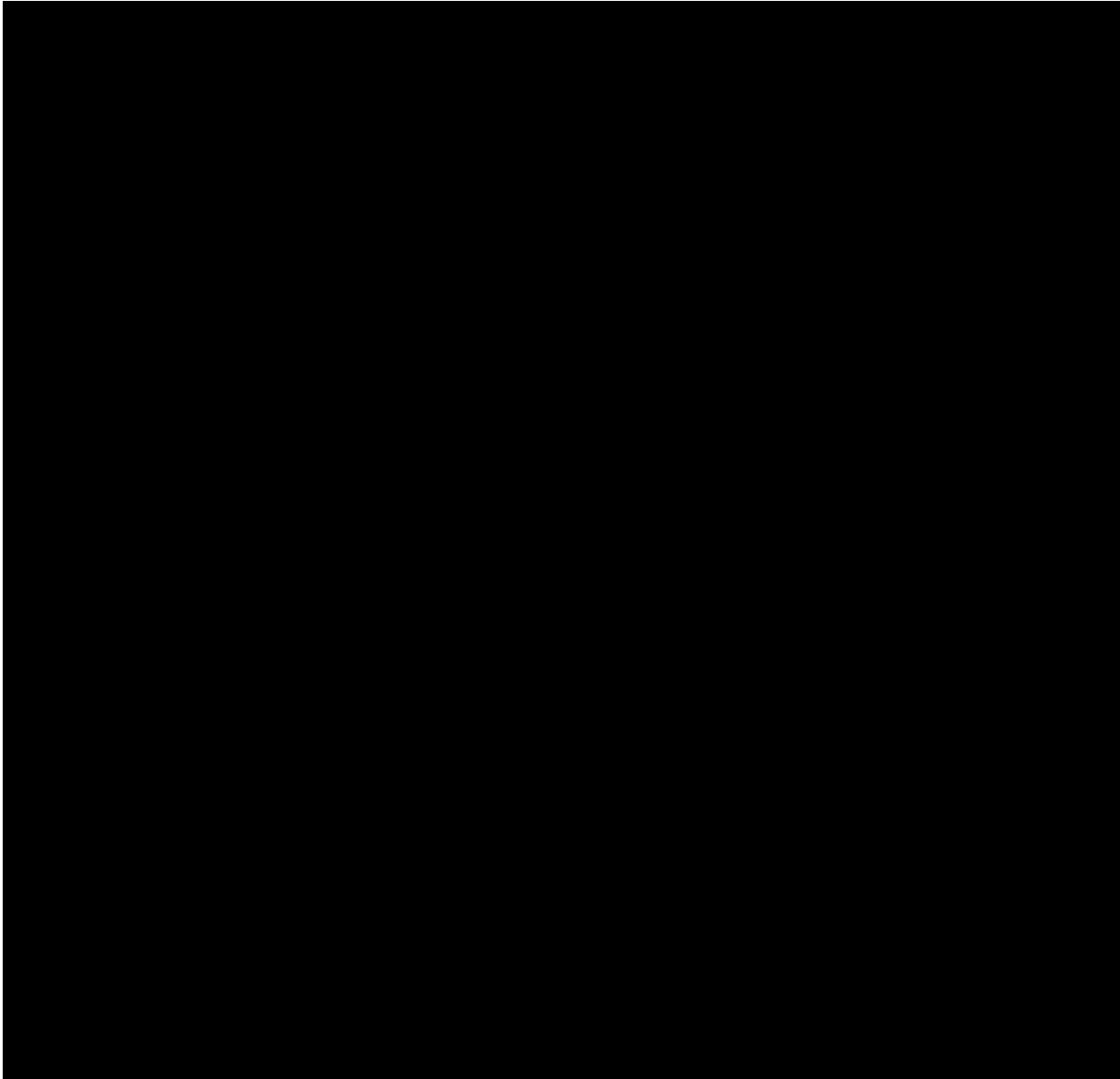
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |     |                                                                                                                          |
|---|-----|--------------------------------------------------------------------------------------------------------------------------|
| B | (i) | comply with the Data Protection Legislation. This compliance will include keeping records of data processing activities; |
|---|-----|--------------------------------------------------------------------------------------------------------------------------|



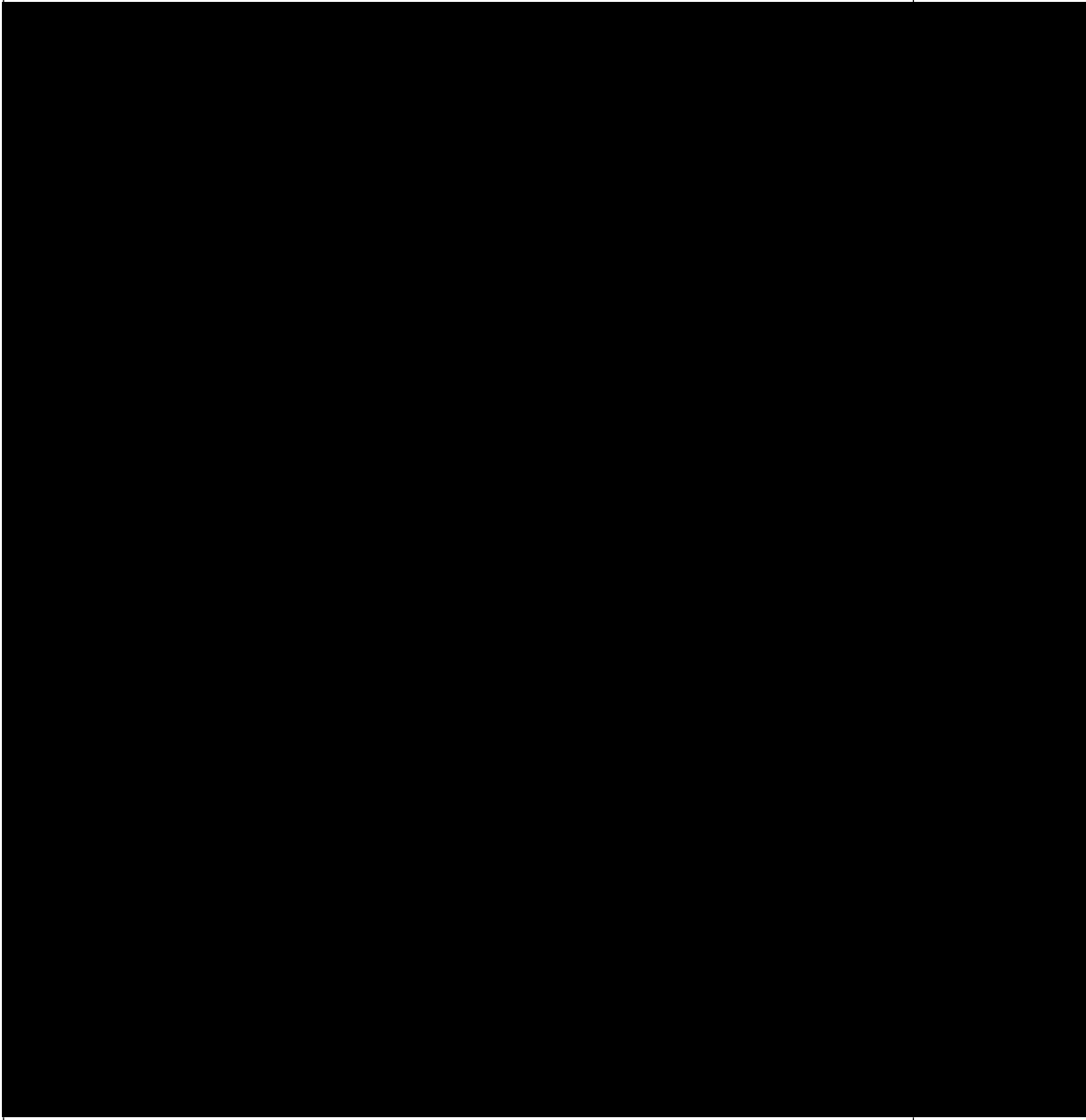
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |      |  |                                                                                             |
|---|------|--|---------------------------------------------------------------------------------------------|
|   |      |  |                                                                                             |
| B | (ii) |  | support the IUC Providers and NPFS Providers (as applicable) to respond to a Subject Access |



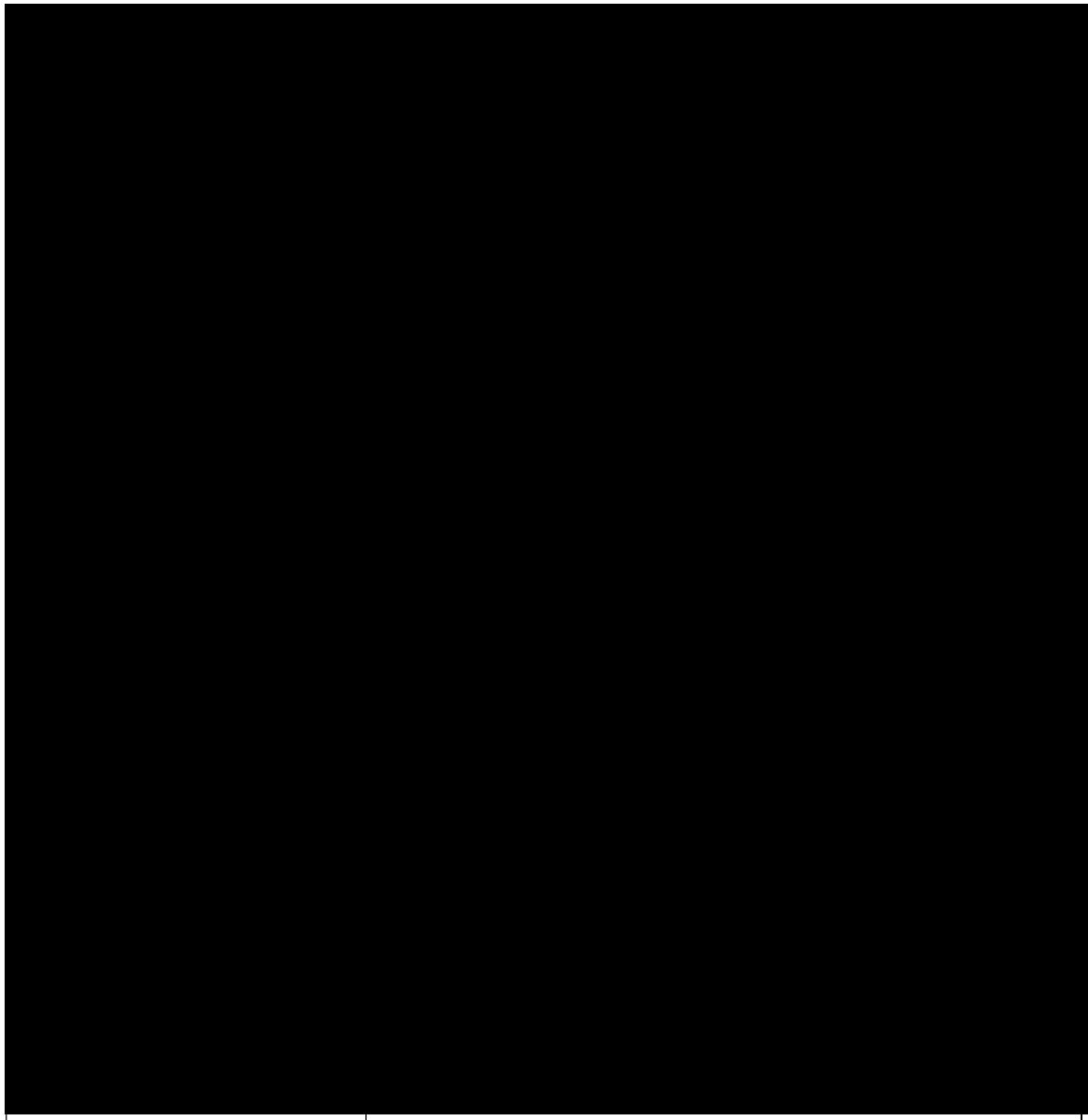
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---|-------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |       |  | Request made by a patient under Data Protection Legislation at no charge to the patient;                                                                                                                                                                                                                                                                                                                                                                    |
| B | (iii) |  | supply information required to be recorded in the record access audit log that the IUC Providers and NPFS Providers will automatically maintain in the system. This audit log should be readily accessible by the IUC Providers and NPFS Providers as Controller to allow the IUC Providers and NPFS Providers to respond to patient requests for this information (as committed in the NHS Patient Care Record Guarantee) or to any authorised information |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                               |
|---|-----------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  | security or governance investigations.                                                                                                                                                                                        |
| B | 3.6.18.8. |  | The Supplier shall hold Personal Data securely within the U.K. where Patient Identifiable Data is hosted externally by the Supplier (or one of its Subcontractors).                                                           |
| B | 3.6.18.9. |  | The Supplier shall fully support the IUC Providers and NPFS Providers to detect, report and investigate Personal Data Breaches, complying with the requirement to report specific breaches to the ICO within seventy-two (72) |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |            |  | hours of becoming aware of such a breach.                                               |
|---|------------|--|-----------------------------------------------------------------------------------------|
| B | 3.6.18.10. |  | The Supplier shall comply with the National Data Guardian's Data 10 Security Standards. |
| B | 3.6.18.11. |  | The Supplier shall comply with the Data Security and Protection Toolkit.                |
| B | 3.6.18.12. |  | The Supplier shall comply with any other data processing and regulatory tools that      |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                   | become mandated in the future.                                                                                                                                                                                                                                                                                                            |
|---|-----------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.6.19.   | Records retention |                                                                                                                                                                                                                                                                                                                                           |
| B | 3.6.19.1. |                   | The Supplier shall ensure that where Voice Recording has been ordered all calls are voice recorded on extension side and that all conversations, including internal consultation and warm transfer requests, are recorded to a legally admissible standard.                                                                               |
| B | 3.6.19.2. |                   | The Supplier shall comply with the records retention period for all records including voice recordings in the NHS Records Management Code of Practice (see Appendix 13). For the avoidance of doubt, regarding the voice recording this may involve the need to tag calls with the patient's date of birth to enable records to be purged |

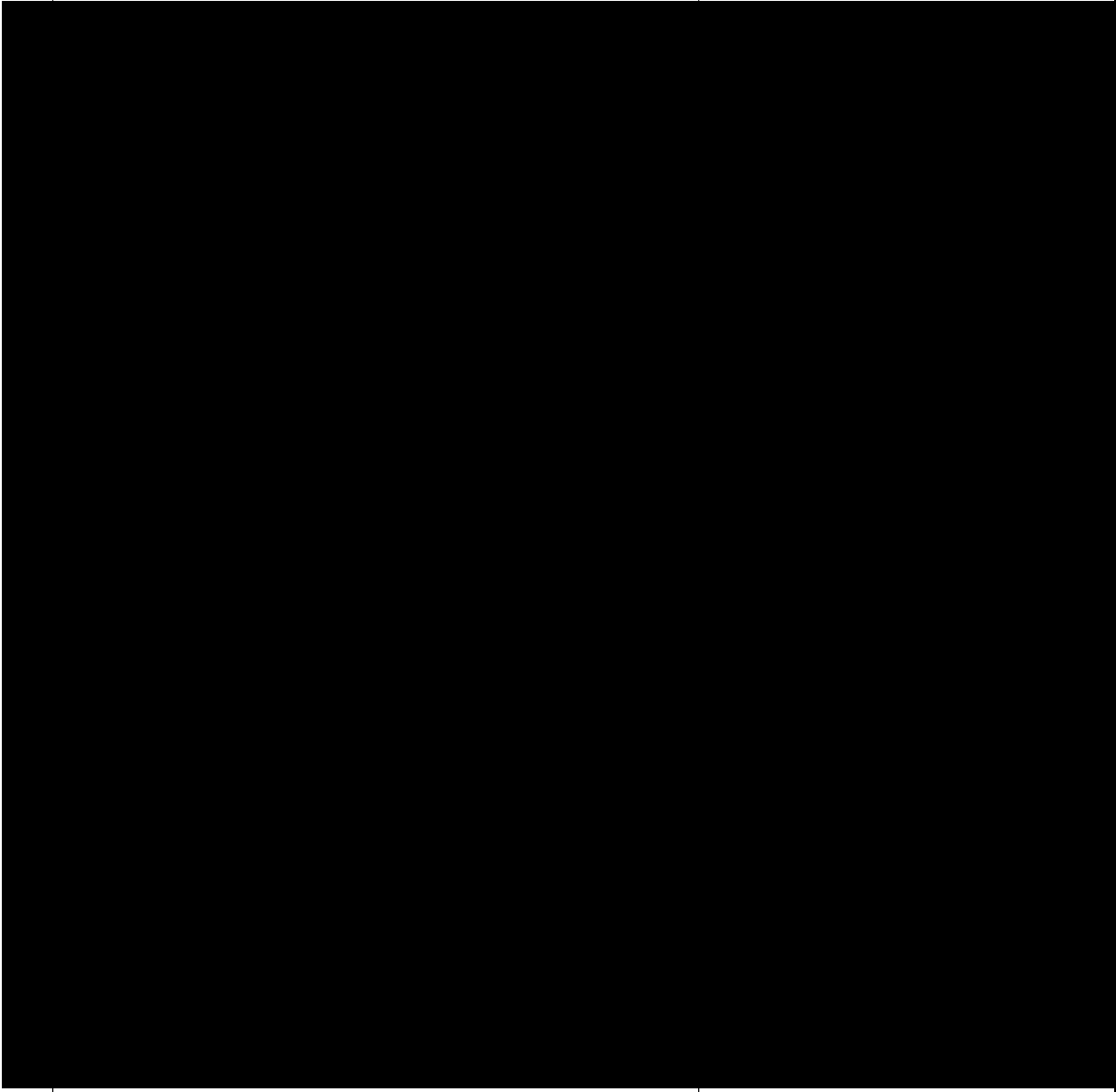
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                                                    |
|---|-----------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  | when the respective retention period has elapsed.                                                                                                                                                                                                  |
| B | 3.6.19.3. |  | The Supplier shall demonstrate adherence to the protection and retention of all information collected and used for the purpose of this Call-Off Contract in line with the Public Records Act 1958 and the NHS Records Management Code of Practice, |



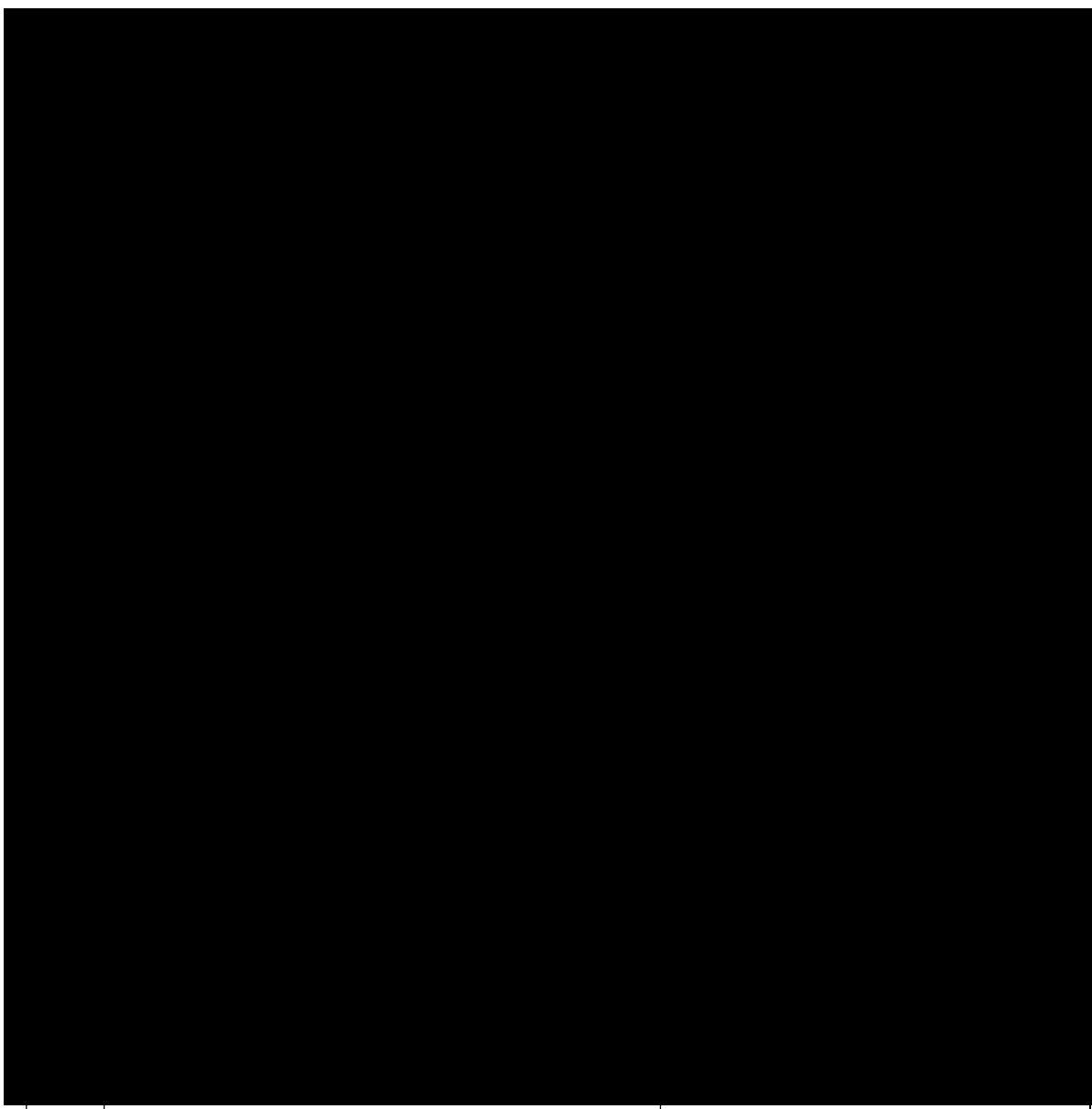
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  | whether electronic or manually held.                                                                                                                                                                                                                                                      |
|---|-----------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.6.19.4. |  | Any information required to be held longer than the minimum periods outlined in the NHS Records Management Code of Practice, must be approved by the ICO prior to retaining the relevant data. All requests must include details of the extension required and justification for request. |
| B | 3.6.19.5. |  | The Supplier and any Subcontractors shall ensure that disposal of records and information is in line with minimum retention periods and make use of appropriate and adequate secure destruction methods.                                                                                  |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                                                      |
|---|-----------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  |                                                                                                                                                                                                                                                      |
| B | 3.6.19.6. |  | The Supplier shall work with the Buyer to supply a full list of information (including digital assets) that have been destroyed each year and certificates of destruction.                                                                           |
| B | 3.6.19.7. |  | The Supplier shall not process any Patient Identifiable Data outside of the UK without prior Approval from the Buyer (being NHS Commissioning Board).                                                                                                |
| B | 3.6.19.8. |  | Where information is held in digital format, the Supplier shall ensure that this is done in line with ISO 15489 – Information and Document standard 28 (or the Code of Practice for Legal Admissibility and evidential weight for information stored |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                |                                                                                                                                                                        |
|---|-----------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |                | electronically), or the equivalent. For the avoidance of doubt this will include voice recording data.                                                                 |
| B | 3.6.20.   | Record Keeping |                                                                                                                                                                        |
| B | 3.6.20.1. |                | The Supplier shall adhere to all legislation, agreed policies and best practice concerning record keeping covering both administrative and clinical records.           |
|   | 3.6.20.2. |                | All calls/contacts with users must be recorded accordingly and retained in line with guidance on records retention schedules (NHS Records Management Code of Practice. |

**3.7. Exit Requirements**

| Exit Requirements | Overview |
|-------------------|----------|
|-------------------|----------|

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|  |                                                                                                                                                        |  |  |  |  |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
|  | Without prejudice to the obligations set out in Call-Off Schedule 10 (Exit Management) the following shall also apply when the Call-Off Contract ends. |  |  |  |  |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|

| Part | CI / Ref | Element of Service Requirements | Service Requirements / Supplier Responsibility                                                                                    | Supplier Solution to meet the Service Requirements | Buyer Responsibilities (if any) | “Compliant” or “Non-Compliant” with the Service Requirement | RFP Response Cross-reference |
|------|----------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------|-------------------------------------------------------------|------------------------------|
| B    | 3.7.1.   | Exit                            |                                                                                                                                   |                                                    |                                 |                                                             |                              |
| B    | 3.7.1.1. |                                 | The Supplier shall comply with the provisions of Call-Off Schedule 10 (Exit Management).                                          |                                                    |                                 |                                                             |                              |
| B    | 3.7.1.2. |                                 | The Supplier shall prior to expiry of all or part of this Call-Off Contract, support the Buyer with pre-procurement activities.   |                                                    |                                 |                                                             |                              |
| B    | 3.7.1.3. |                                 | The Supplier shall provide the Exit Management Function and appoint an Exit Manager in accordance with the provisions of Call-Off |                                                    |                                 |                                                             |                              |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  | Schedule 10 (Exit Management).                                                                                                                                                                                                                              |
|---|----------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.7.1.4. |  | The Supplier shall deliver the exit project in accordance with Prince 2 or, if agreed by the Buyer, similar methodology.                                                                                                                                    |
| B | 3.7.1.5. |  | The Supplier shall produce an Exit Plan and provide it to the Buyer as set out in Call-Off Schedule 10 (Exit Management). Without prejudice to Call-Off Schedule 10 (Exit Management), the Supplier shall ensure that the Exit Plan includes the following: |
| B | (i)      |  | scope of work;                                                                                                                                                                                                                                              |
| B | (ii)     |  | timescales for decommissioning;                                                                                                                                                                                                                             |

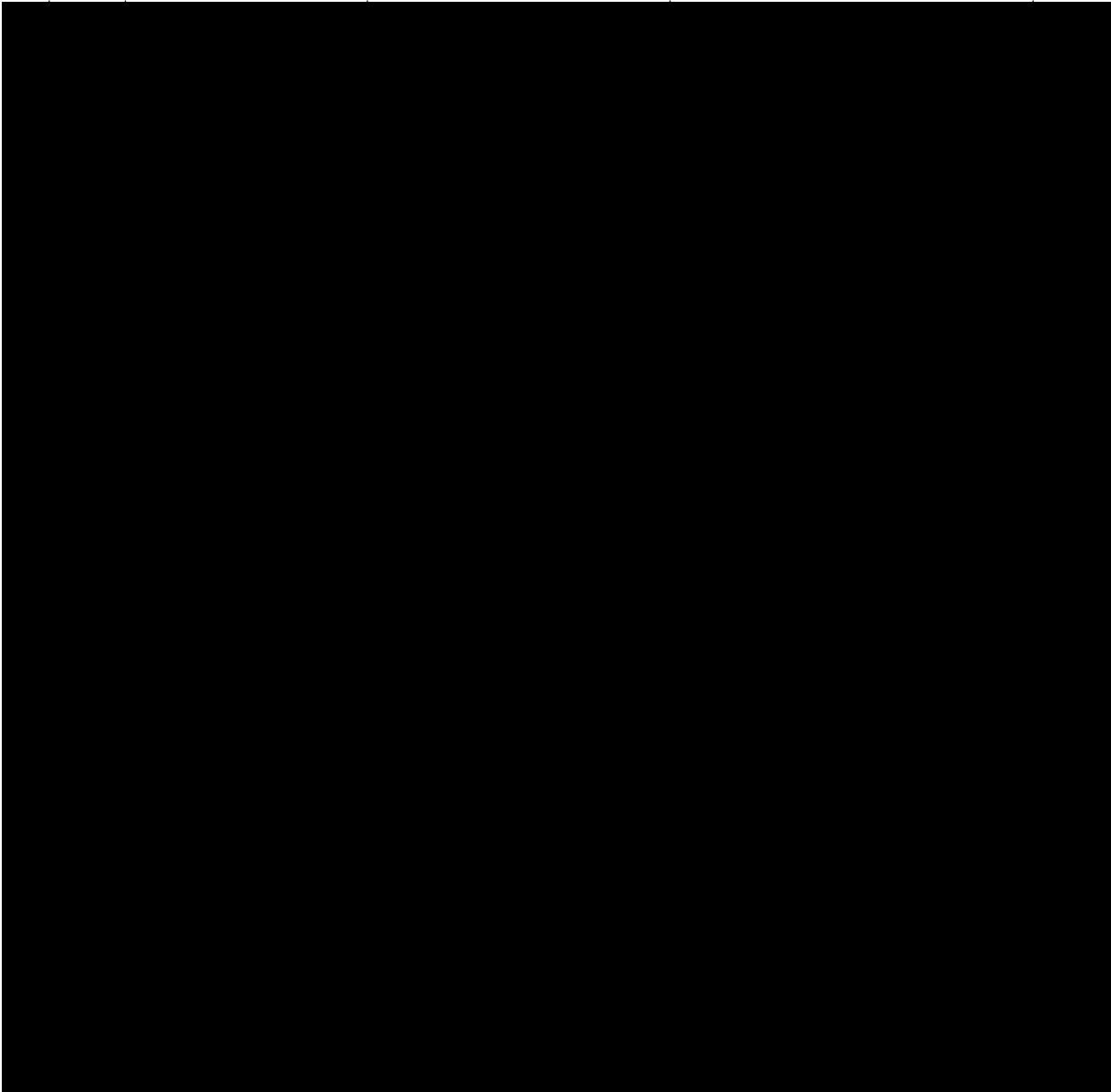


**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



|   |          |                                                                                 |  |
|---|----------|---------------------------------------------------------------------------------|--|
|   |          |                                                                                 |  |
| B | (iii)    | Supplier and Buyer Responsibilities;                                            |  |
| B | (iv)     | exit costs as determined in accordance with this Call-Off Contract; and         |  |
| B | (v)      | identification of any staff that may be affected by the Employment Regulations. |  |
| B | 3.7.1.6. | The Supplier shall hand back all data,                                          |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

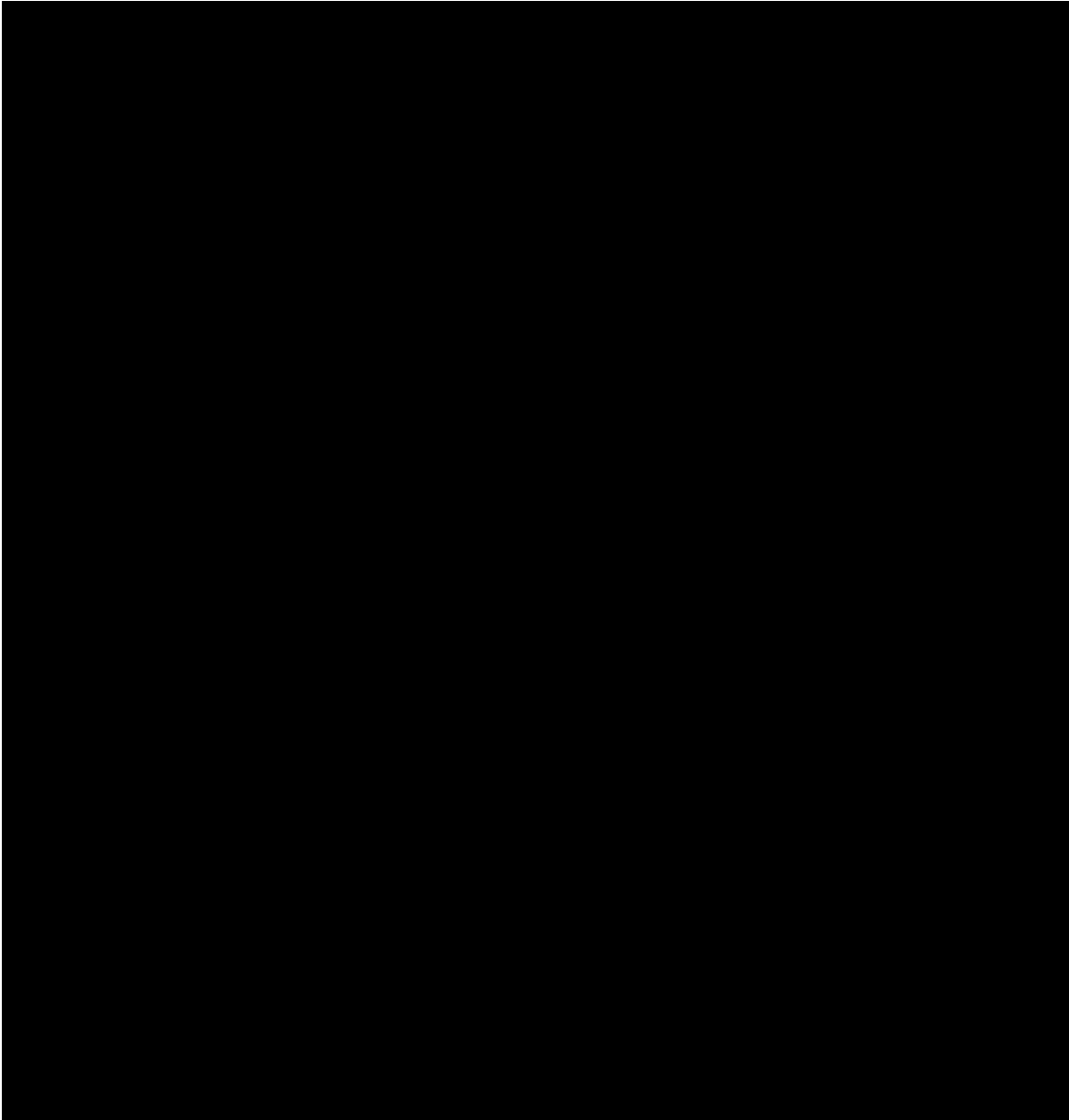
|   |          |  |                                                                                                                                                                      |
|---|----------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |  | such as CLI logs, associated with the Services at point of exit in a format required by the Buyer.                                                                   |
| B | 3.7.1.7. |  | The Supplier shall on successful testing and verification of transferred data, delete all copies of Buyer Data (witnessed by the Buyer).                             |
| B | 3.7.1.8. |  | The Supplier shall hand back any Buyer owned assets and or software.                                                                                                 |
| B | 3.7.1.9. |  | The Supplier shall hand over any design and configuration documentation relating to the Services (where owned by the Buyer as prescribed in this Call-Off Contract). |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



|   |           |                                                                                                                           |
|---|-----------|---------------------------------------------------------------------------------------------------------------------------|
| B | 3.7.1.10. | The Supplier shall assist the Buyer in transferring the Services to a Replacement Supplier, including but not limited to: |
| B | (i)       | attending service transition meetings;                                                                                    |
| B | (ii)      | providing input into and working to a combined plan; and                                                                  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                             |
|---|-----------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | (iii)     |  | providing input into a combined risk and issues log.                                                                                                                        |
| B | 3.7.1.11. |  | The Supplier shall release in a timely manner any NGN, including the primary 111 Number and 119 Number, for porting to a Replacement Supplier.                              |
| B | 3.7.1.12. |  | The Supplier shall ensure a smooth and seamless exit using approved project management methodologies which considers the requirements of the Buyer and the Cluster Members. |
| B | 3.7.1.13. |  | The Supplier shall provide the Buyer with any bespoke NLP Dictionaries that have been created.                                                                              |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                                                                                                            |
|---|-----------|------------------------------------------------------------------------------------------------------------|
| B | 3.7.1.14. | The Supplier shall provide the Buyer with copies of all bespoke system prompts.                            |
| B | 3.7.1.15. | The Supplier shall provide the Buyer with a Data Dictionary of information created on behalf of the Buyer. |

**3.8. Countries**

| <b>Countries</b> | <b>Overview</b>                                                                                                                                                       |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | These are the requirements that are specific for the use of the 111 Number in other countries/regions/dependencies that are part of the UK National Numbering Scheme. |

| <b>Part</b> | <b>CI / Ref</b> | <b>Element of Service Requirements</b> | <b>Service Requirements / Supplier Responsibility</b>                              | <b>Supplier Solution to meet the Service Requirements</b> | <b>Buyer Responsibilities (if any)</b> | <b>“Compliant” or “Non-Compliant” with the Service Requirement</b> | <b>RFP Response Cross-reference</b> |
|-------------|-----------------|----------------------------------------|------------------------------------------------------------------------------------|-----------------------------------------------------------|----------------------------------------|--------------------------------------------------------------------|-------------------------------------|
|             | 3.8.1.          | General                                |                                                                                    |                                                           |                                        |                                                                    |                                     |
|             | 3.8.1.1.        |                                        | The routing must identify the origin of the 111 Calls and route to the appropriate |                                                           |                                        |                                                                    |                                     |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|  |          |         |                                                                                                                                                                                                                                                                                                                                                                                        |
|--|----------|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |          |         | nominated Contact Centre. In the event of a failure, calls must be either routed to an alternate Contact Centre or load balanced across multiple providers.                                                                                                                                                                                                                            |
|  | 3.8.2.   | England |                                                                                                                                                                                                                                                                                                                                                                                        |
|  | 3.8.2.1. |         | In England, IUC Services are commissioned locally by Clinical Commissioning Groups (CCGs). England is currently split into thirty-eight (38) Lead Commissioning Groups which at present are contracted to eighteen (18) IUC Providers. Calls must be routed based on geographic origin to the appropriate IUC Provider with area unknown calls load balanced across the IUC Providers. |
|  | 3.8.2.2. |         | Where location cannot be determined automatically calls will be routed to NLP or a                                                                                                                                                                                                                                                                                                     |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|  |          |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--|----------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |          |          | natural voice IVR to determine the nearest town or city.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|  | 3.8.3.   | Scotland |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|  | 3.8.3.1. |          | <p>In Scotland, NHS 24 callers are routed to the correct destination based on a combination of information provided by the caller and the circumstances at the time the call is made. This is achieved by the use caller defined variables, collected through DTMF IVR, and pre-set variables controlled by a supervisor. These variables are then used to control the routing of the call within the system script. For example, the system administrator can set a variable for "adverse weather," which can be used to tailor the routing of callers from at risk groups during an adverse weather</p> |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|  |          |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--|----------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |          |                  | event. The current scripts contain about seventy (70) decision points and play approximately seventy (70) different recorded announcements.                                                                                                                                                                                                                                                                                    |
|  | 3.8.4.   | Wales            |                                                                                                                                                                                                                                                                                                                                                                                                                                |
|  | 3.8.4.1. |                  | The origin of calls in Wales is determined automatically or by using IVR and Welsh calls are delivered to the Welsh Ambulance Service (WAS). It should be noted that there are Welsh language IVR options linked to Welsh calls. The 111 Number is not currently used across the whole of Wales. However, the number is live and in areas where it is not used callers are advised to redial to NHS Direct Wales on 0345 4647. |
|  | 3.8.5.   | Northern Ireland |                                                                                                                                                                                                                                                                                                                                                                                                                                |



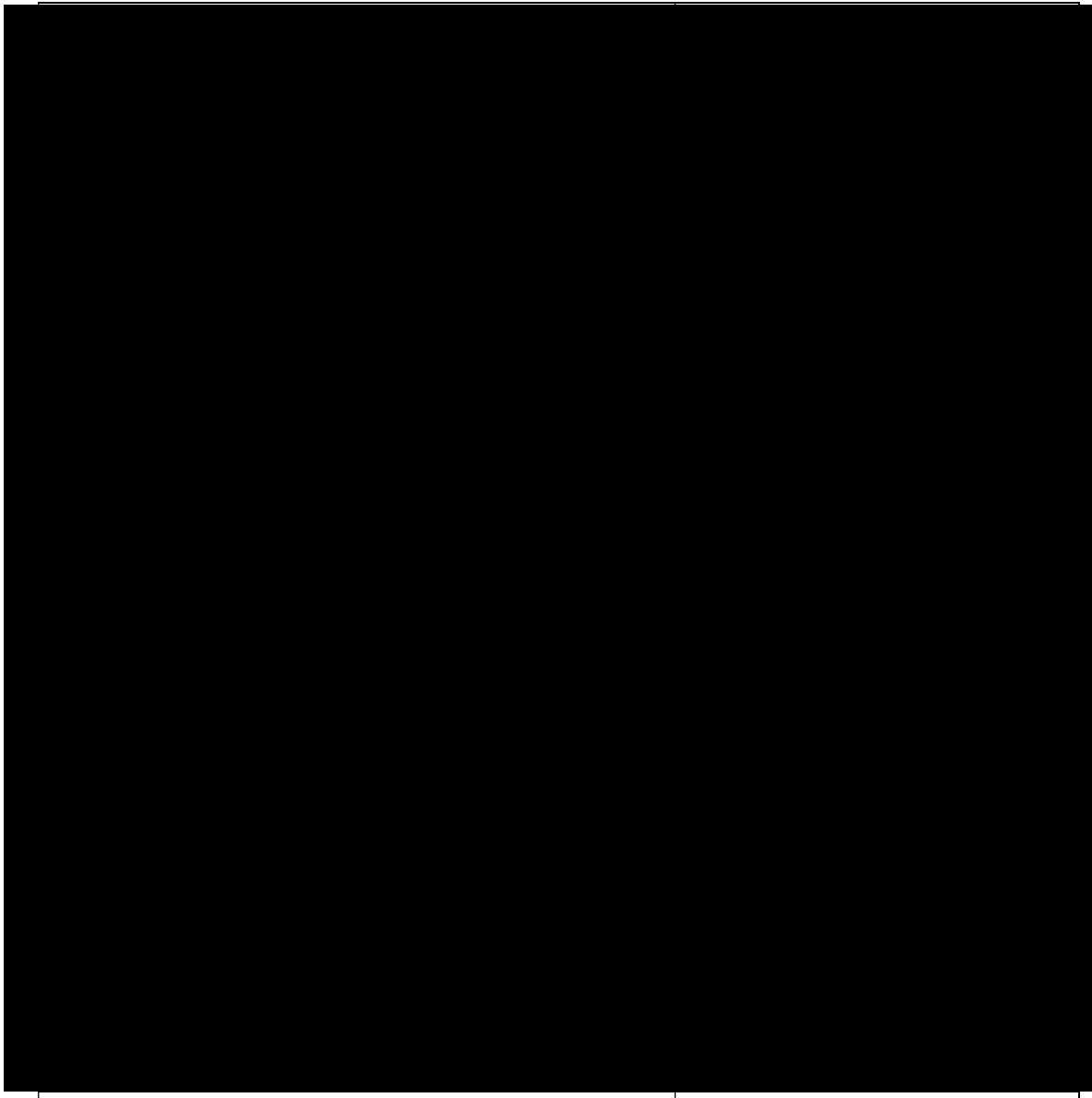
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|          |                                                                                                                                                                                                                                                                     |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.8.5.1. | Northern Ireland is likely to adopt the use of the 111 Number during the Call-Off Contract Period. Therefore, provision should be made to allow this to happen, with particular consideration given to how the border with the Republic of Ireland will be managed. |
| 3.8.5.2. | If the 111 BSL Interpreter Service is implemented in Northern Ireland, then ISL (Irish Sign Language) interpreters will also be required. There is also a likelihood that these ISL interpreters will need to be based in NI.                                       |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|          |                    |                                                                                                                                                                                                                                                   |
|----------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.8.6.   | Crown Dependencies |                                                                                                                                                                                                                                                   |
| 3.8.6.1. |                    | Currently there are no plans to launch the use of the 111 Number in Crown Dependencies. However, provision should be made to allow this to happen if at such time in the future the decision is taken to adopt the use of the 111 Number.         |
| 3.8.7.   | Border Areas       | In certain areas NNG, mobile mast coverage and mobile zones do not respect political or health service boundaries. This is a particular issue on the border between England and Wales or England or Scotland but can be an issue at county level. |
| 3.8.7.1. |                    | Service provision should provide for overlapping NNG and Mast Zones offering a location identifying voice IVR.                                                                                                                                    |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|  |          |                                                                                                                                                                                                                   |  |  |  |
|--|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
|  | 3.8.7.2. | The Supplier shall adopt a standard county menu (press 1 for England, 2 for Scotland, 3 for Wales and 4 for Northern Ireland) used on all country borders and where no country location information is presented. |  |  |  |
|  |          |                                                                                                                                                                                                                   |  |  |  |

**3.9. IUC Service Specific Service Requirements**

| <b>IUC Service Specific Service Requirements</b> | <b>Overview</b><br>These are the requirements that are unique to IUC Services within England |  |
|--------------------------------------------------|----------------------------------------------------------------------------------------------|--|
|--------------------------------------------------|----------------------------------------------------------------------------------------------|--|

| Part | CI / Ref | Element of Service Requirements | Service Requirements / Supplier Responsibility                    | Supplier Solution to meet the Service Requirements | Buyer Responsibilities (if any) | “Compliant” or “Non-Compliant” with the Service Requirement | RFP Response Cross-reference |
|------|----------|---------------------------------|-------------------------------------------------------------------|----------------------------------------------------|---------------------------------|-------------------------------------------------------------|------------------------------|
| B    | 3.9.1.   | IUC Service Requirements        |                                                                   |                                                    |                                 |                                                             |                              |
| B    | 3.9.1.1. |                                 | The Supplier shall provide the capability to combine NNGs, mobile |                                                    |                                 |                                                             |                              |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                                                                                                                                                                                                     |
|---|----------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |  | masts and mobile emergency areas into groups, hereby known as " <b>Routing Areas</b> ", for the purpose routing (for the example mapped CCG or former PCT areas).                                                                                                                                   |
| B | 3.9.1.2. |  | The Supplier shall receive metadata associated with GPS positioning for the purposes of location identification and call routing, through such technology as Advanced Mobile Location (AML) or other Geo-locations systems that do not require caller input to facilitate accurate caller location. |
| B | 3.9.1.3. |  | The Supplier shall create a calling line identity ("CLI") database using Open Source Software (where possible) and shall maintain such database and associated routing                                                                                                                              |

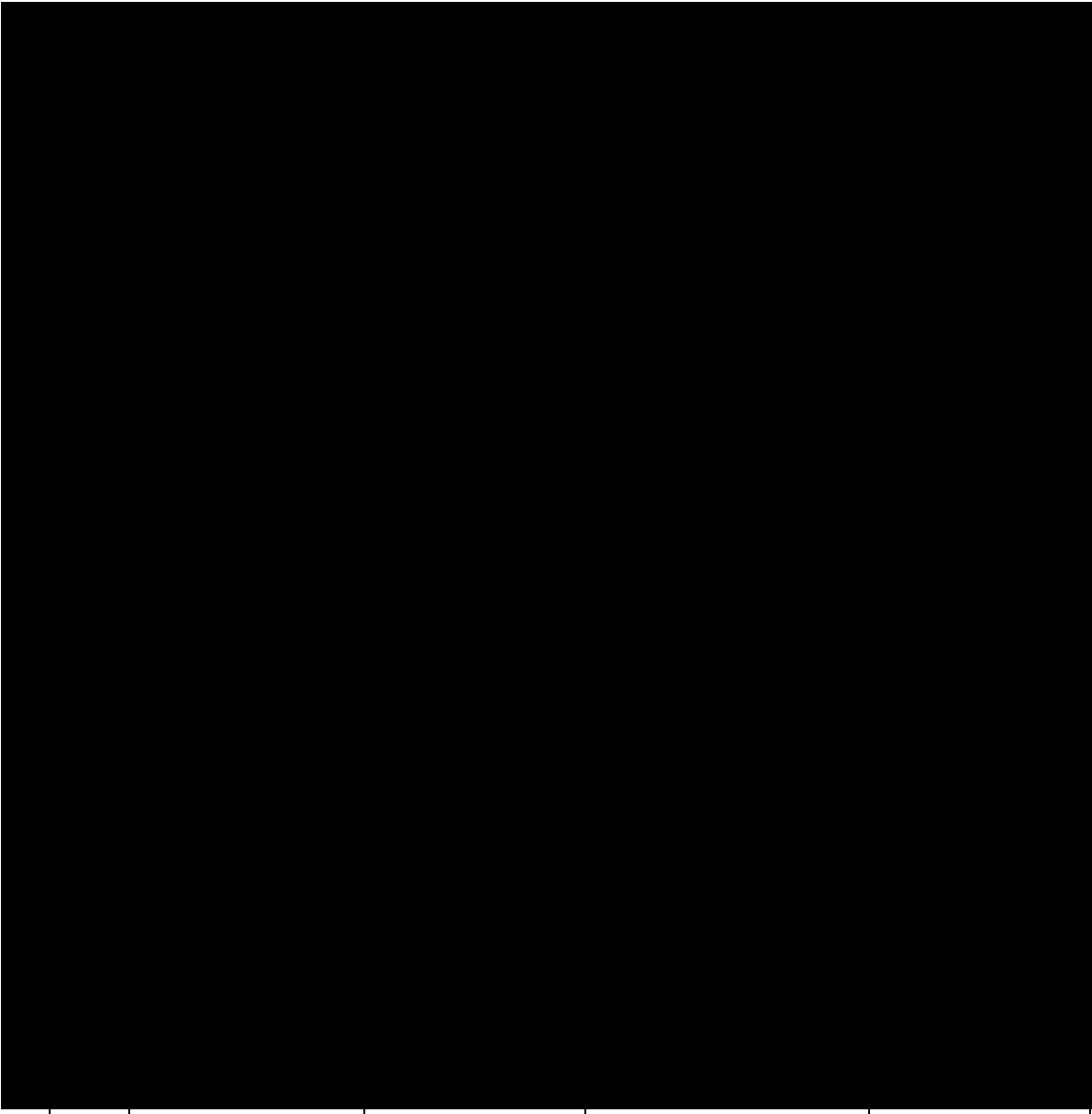
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          | information (together the "CLI database").                                                                                                                     |
|---|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.9.1.4. | The Supplier shall provide the ability to upload CLI data into the CLI database in .csv or other similar open formats.                                         |
| B | 3.9.1.5. | The Supplier shall provide a secure web interface to allow administrators to update the CLI database remotely.                                                 |
| B | 3.9.1.6. | The Supplier shall provide the ability to look up a caller's CLI in the CLI database and route based on routing information with no impact on user experience. |
| B | 3.9.1.7. | The Supplier shall provide a means to tag specific or bulk caller CLIs to allow them to be handled/routed in a pre-defined manner.                             |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                                                                                   |
|---|-----------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.9.1.8.  |  | The Supplier shall provide the ability to import CLI data as for individual records or in bulk.                                                                                                                                                                                   |
| B | 3.9.1.9.  |  | The Supplier shall make provision for the routing of inbound contacts using instant messaging, video calling and other systems that could enhance patient access and future channel shift enabling technical solutions to improve the patient journey.                            |
| B | 3.9.1.10. |  | The Supplier shall provide automatic functionality that allows calls to overflow to IUC Provider locations (based on the default routing plan) if they are not being delivered within pre-defined parameters and send alert messages to pre-defined individuals when this occurs. |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                                                                                                                   |                                                                                                                                                      |
|---|-----------|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.9.1.11. |                                                                                                                   | The Supplier shall provide alert messages to pre-defined individuals if calls are abandoned at network level.                                        |
| B | 3.9.1.12. |                                                                                                                   | The Supplier shall provide a process for identifying repeat callers where agreed criteria have been met and route those calls to an agreed location. |
| B | 3.9.1.13. |                                                                                                                   | The Supplier shall provide a process for blocking the numbers of malicious/nuisance callers.                                                         |
| B | 3.9.2.    | Video Consultation Service as and when requested in accordance with Paragraph 1.8.6 or Change Authorisation Note. |                                                                                                                                                      |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                                                               |
|---|----------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.9.2.1. |  | The Supplier shall provide a video consulting solution that fulfils the following minimum service requirements:                                               |
| B | (i)      |  | real-time RTC capable of establishing video session by all common browsers and OS (Operation Systems) with no need to download any components (list browser); |
| B | (ii)     |  | SMS and e-mail session establishment;                                                                                                                         |
| B | (iii)    |  | no data at rest on the agent or patient's device;                                                                                                             |

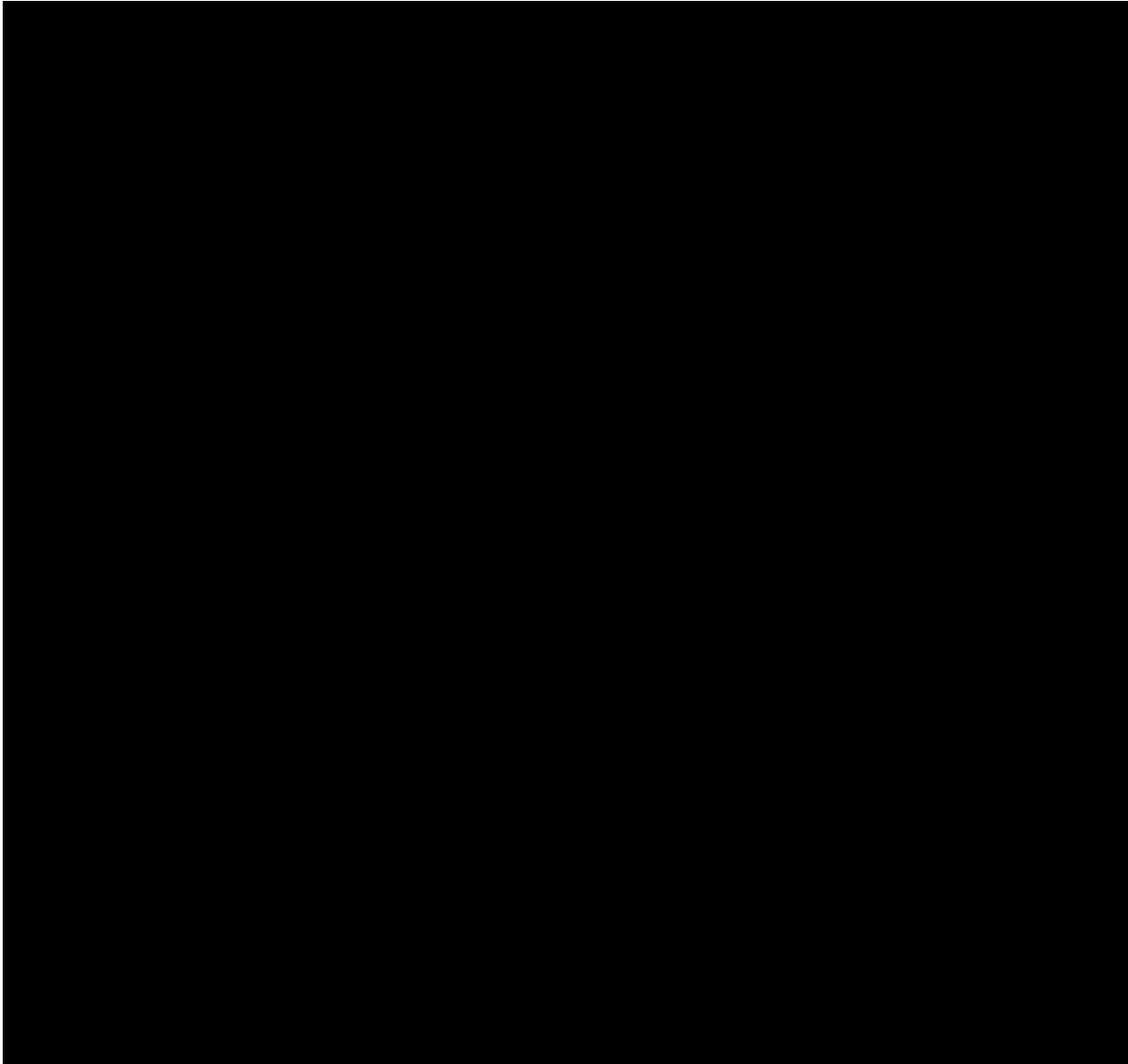


**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



|   |      |                                                                              |  |
|---|------|------------------------------------------------------------------------------|--|
|   |      |                                                                              |  |
| B | (iv) | GPS Location with map view;                                                  |  |
| B | (v)  | ergonomic design / accessibility criteria;                                   |  |
| B | (vi) | switchable between one or two-way video, on a pre-set or call-by-call basis; |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |        |  |                                                                                     |  |
|---|--------|--|-------------------------------------------------------------------------------------|--|
|   |        |  |                                                                                     |  |
| B | (vii)  |  | administrator functionality, with ability to create and modify user accounts;       |  |
| B | (viii) |  | API workflow integration;                                                           |  |
| B | (ix)   |  | bandwidth optimisation;                                                             |  |
| B | (x)    |  | session logging (ability to trace which agent made a video call to which endpoint); |  |
| B | (xi)   |  | utilisation reports (profiled utilisation over                                      |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

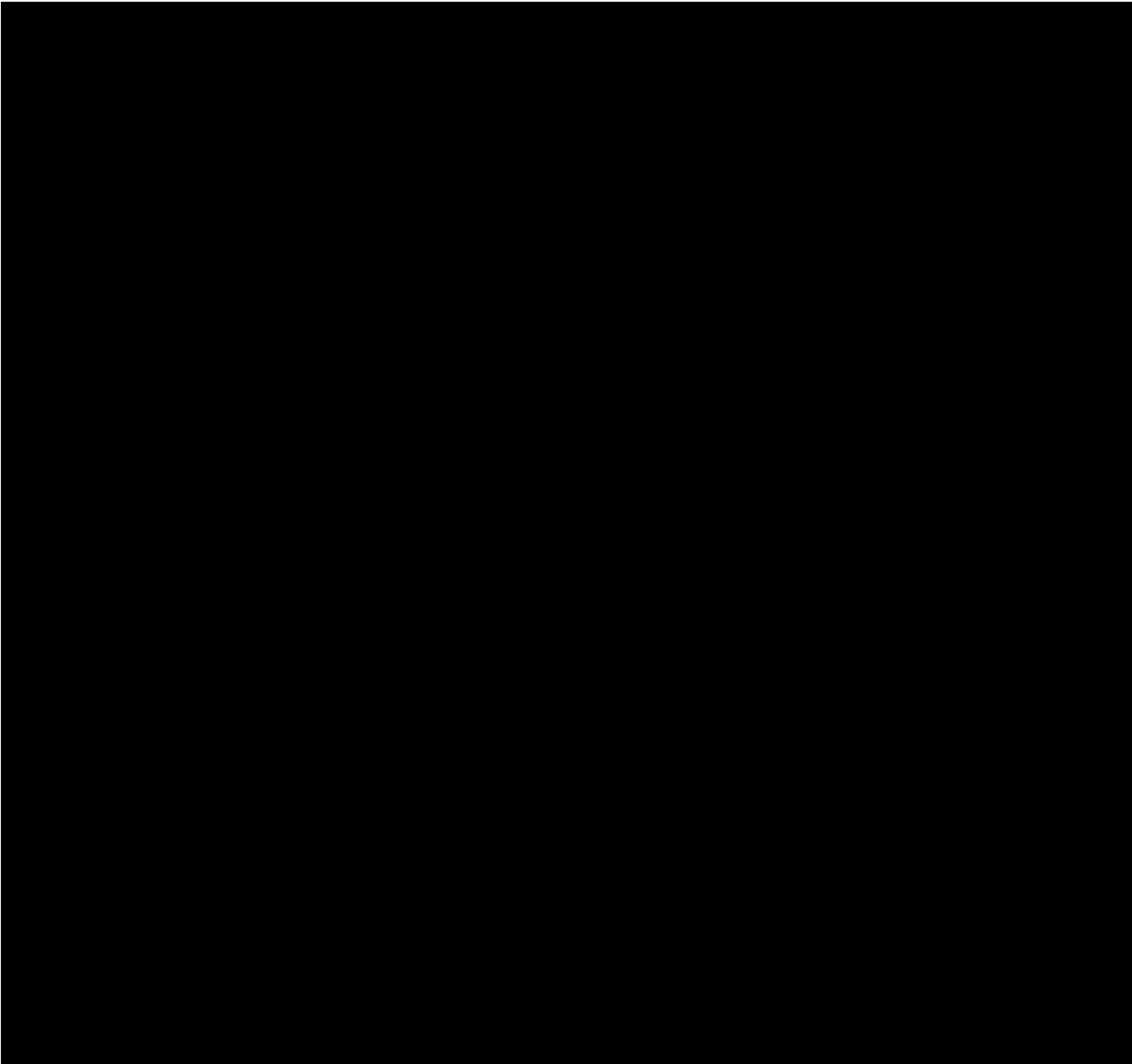
|   |          |  |                                                                                                                                      |
|---|----------|--|--------------------------------------------------------------------------------------------------------------------------------------|
|   |          |  | 24-hour period down to 15-minute segments);                                                                                          |
| B | (xii)    |  | still image transmission;                                                                                                            |
| B | (xiii)   |  | tailored URL for SMS and email messaging for session establishment; and                                                              |
| B | (xiv)    |  | full time and date stamping, with email address or telephone number of caller and agent identification; and                          |
| B | (xv)     |  | identifying and deploy a suitable method for monitoring video\audio quality and user experience.                                     |
| B | 3.9.2.2. |  | The Supplier will provide a video consulting solution that should fulfil the following optional service requirements (which would be |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



|   |       |  | available as catalogue items):                                                                            |
|---|-------|--|-----------------------------------------------------------------------------------------------------------|
| B | (i)   |  | Video and audio recording;                                                                                |
| B | (ii)  |  | Permission based access control to recordings with the concept of supervisory control over a staff group; |
| B | (iii) |  | The ability to have multiple video                                                                        |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                      | participants active on a single call; and                                                                                                                                                                                                                                 |
|---|----------|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | (iv)     |                      | The ability to have a caller quality score function which allows the caller to rate the video quality at the end of the call.                                                                                                                                             |
| B | 3.9.3.   | National Contingency |                                                                                                                                                                                                                                                                           |
| B | 3.9.3.1. |                      | National Contingency (Standard Use)                                                                                                                                                                                                                                       |
| B | (i)      |                      | The Supplier shall provide a secure mechanism via any phone (using an IVR) to divert 111 Calls away from an IUC Provider in the event the IUC Provider has planned engineering work, technical issues, or in a situation when the IUC Provider becomes clinically unsafe. |
| B | (ii)     |                      | Diverted calls will be sent to the remaining providers based on a pre-agreed ratio plan                                                                                                                                                                                   |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                                                                                                                                                                                                                                                                    |
|---|-------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |       |  | (Providers receiving a percentage of the diverted calls commensurate with their normal share of the national call volume). This plan needs to reflect whichever provider(s) is in contingency.                                                                     |
| B | (iii) |  | The IVR system will have series of voice prompts, which can be used to select an IUC Provider to achieve the desired change, including diverting calls at varying percentage (0%, 5%, 10%, 15%, 20%, 30%, 40%, 50%, 100%) and removing all diverts simultaneously. |
| B | (iv)  |  | In some cases, IUC Providers will have multiple contracts with the ability to put individual contracts or all contracts into contingency with a single action (e.g. press 1 for Cambridge and Peterborough,                                                        |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |        |  |                                                                                                                                                                                                                                                              |
|---|--------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |        |  | press 2 for Luton and Beds or press 3 for all of Herts Urgent Care)                                                                                                                                                                                          |
| B | (v)    |  | The IVR system must be accessed from any location using an NGN which sits on a secure platform with a multi-layer security model with access being controlled (unique 6-digit PINs) for named (white listed) individuals who will have access to the system. |
| B | (vi)   |  | After one (1) failed attempt the call must be terminated and after multiple failed attempts the user account must be suspended.                                                                                                                              |
| B | (vii)  |  | The Supplier shall provide a log of all login activity on request by the Buyer.                                                                                                                                                                              |
| B | (viii) |  | The ability to switch the London HLP (Health London Partnership) PRM (Patient Relationship Manager),                                                                                                                                                         |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                                                                            |
|---|----------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |  | on and off. If a Provider covers multiple contracts including London, when the PRM is switched on that contract is omitted from the all function described in 3.9.3.1(iii) |
| B | (ix)     |  | When in contingency the provider is exempt from receiving a share of the contingency calls, either from itself or other Providers.                                         |
| B | (x)      |  | The ability through a single action to check the divert status of all Providers.                                                                                           |
| B | (xi)     |  | Provide a confirmation check, before changes are actioned (repeating the desired request).                                                                                 |
| B | 3.9.3.2. |  | National Contingency (Targeted)                                                                                                                                            |
| B | (i)      |  | The Supplier shall provide a secure mechanism via any phone (using an IVR) to divert 111 Calls away from an IUC                                                            |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |      |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---|------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |      |  | Provider in the event the IUC Provider has planned engineering work, technical issues, or in a situation when the IUC Provider becomes clinically unsafe.                                                                                                                                                                                                                                                                                                                                                                                       |
| B | (ii) |  | The IVR system will have series of voice prompts, which can be used to select the IUC Provider to which the calls shall be sent, this for use specifically where a buddying arrangement has been set up between two or more providers allowing them to support each other when needed. The IVR system will have series of voice prompts, which can be used to select an IUC Provider to achieve the desired change, including diverting calls at varying percentage (0% 5%, 10%, 15%, 20%, 30%, 40%, 50%, 100%) and removing the diverts. Where |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                                                                                                                                                                                                                                                                                  |
|---|-------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |       |  | more than one provider has been chosen the percentage diverted must add up 100% (i.e. if 50% of calls are diverted from Provider 'A' to Providers 'B' and 'C', the total calls must equal 100%).                                                                                 |
| B | (iii) |  | In some cases, IUC Providers will have multiple contracts with the ability to put individual contracts or all contracts into contingency with a single action (e.g. press 1 for Cambridge and Peterborough, press 2 for Luton and Beds or press 3 for all of Herts Urgent Care); |
| B | (iv)  |  | The IVR system must be accessed from any location using an NGN which sits on a secure platform with a multi-layer security model with access being controlled (unique 6-digit PINs), for named                                                                                   |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  | individual who will have access to the system.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---|----------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | (v)      |  | After one (1) failed attempt the call must be terminated and after multiple failed attempts the user account must be suspended.                                                                                                                                                                                                                                                                                                                                                                                     |
| B | 3.9.3.3. |  | National Contingency (DOS Cut-off)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| B | (i)      |  | The Supplier shall provide a secure mechanism via any phone (using an IVR) to allow the telephone platform to connect to the IUC DOS (Directory of Service) <a href="https://digital.nhs.uk/services/directory-of-services-dos">https://digital.nhs.uk/services/directory-of-services-dos</a> via an API (Application Programming Interface) to allow all DOS profiles associated with Ba Provider to be switched off or on simultaneously with one action. This so that if for whatever reason the DOS endpoint is |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                    |  |                                                                                                                                                                                                            |
|---|----------|--------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |                    |  | Unavailable patients will not be directed to this service.                                                                                                                                                 |
| B | (ii)     |                    |  | The ability via RBAC (role Based Access Control) to control whether a user has access to telephony divert, DOS cut-off or both.                                                                            |
| B | (iii)    |                    |  | Provide the ability to check the current DOS cut-off status.                                                                                                                                               |
| B | 3.9.4.   | Realtime Dashboard |  |                                                                                                                                                                                                            |
| B | 3.9.4.1. |                    |  | The Buyer's (being NHS Commissioning Board) IUC team requires a national near real time view of the IUC Provider performance to inform decisions with regards to routing of calls in event of technical or |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  | operational failure at IUC Provider level.                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---|----------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.9.4.2. |  | To supplement the Minimum Data Set submission (as defined in Appendix 3 of this Call-Off Schedule), which is received on Monday for the previous week, the dashboard is required to summarise real time data in a historical form allowing interval and daily reports to be run. This will allow the Buyer's (being NHS Commissioning Board) IUC team to assess the impact of a contingency activation or overflow event without needing to wait for IUC Provider submissions. |
| B | 3.9.4.3. |  | Data Collection - The collection of near real time data shall adhere to the following principles:                                                                                                                                                                                                                                                                                                                                                                              |
| B | (i)      |  | minimum frequency of fifteen (15) minute                                                                                                                                                                                                                                                                                                                                                                                                                                       |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                                                                                                                   |
|---|-------|--|-------------------------------------------------------------------------------------------------------------------|
|   |       |  | intervals, allowing the data for the previous fifteen (15) minute interval to be displayed within one (1) minute; |
| B | (ii)  |  | use of a reliable method of automated collection requiring minimal intervention;                                  |
| B | (iii) |  | allows accurate comparison between IUC Providers by collecting the same data items from all IUC Providers;        |
| B | (iv)  |  | use of the most cost-effective collection method with minimal complexity and provider effort;                     |
| B | (v)   |  | minimal overhead on provider ACD/reporting systems;                                                               |
| B | (vi)  |  | secure;                                                                                                           |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

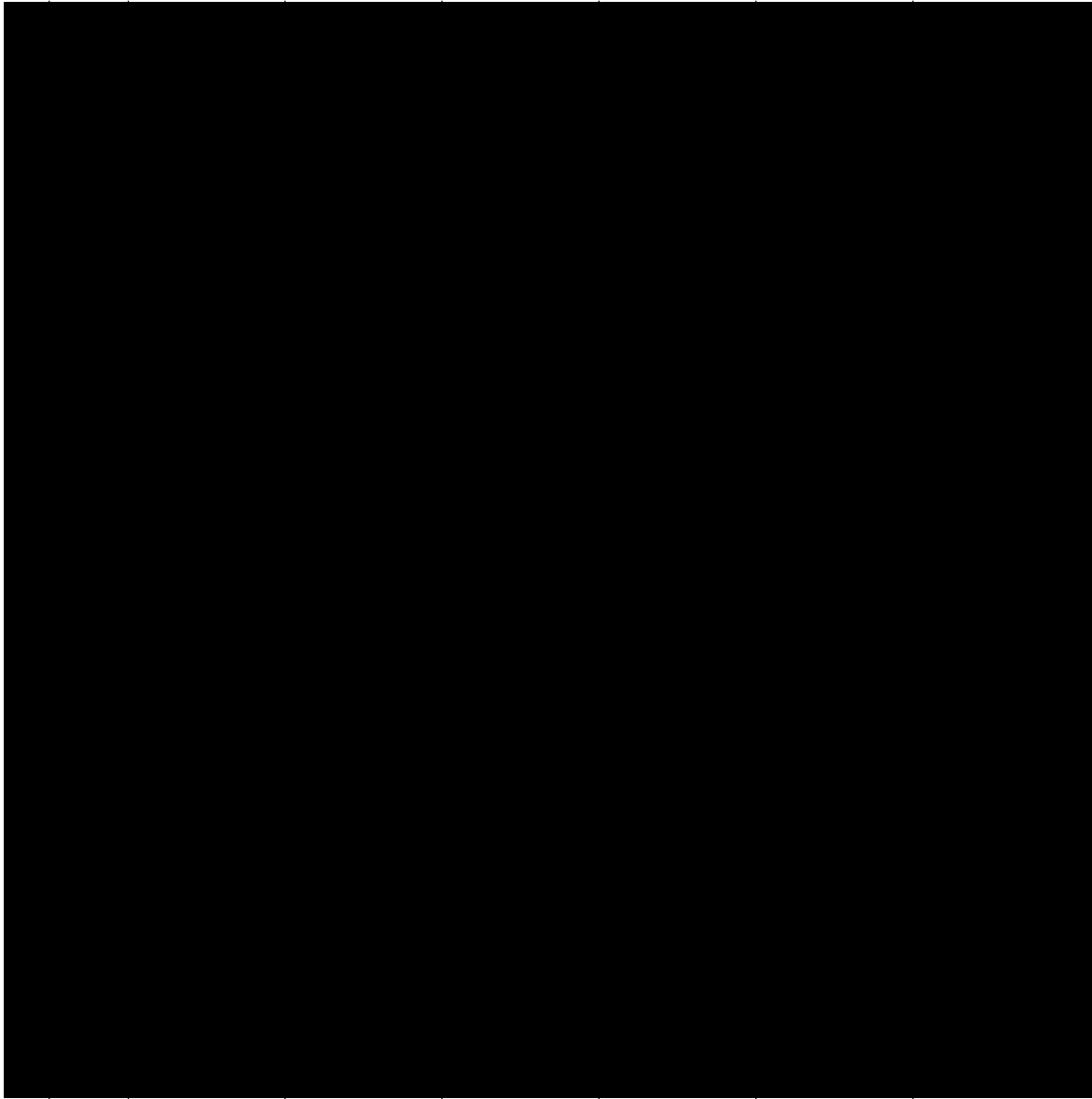
|   |          |  |                                                                                                                  |
|---|----------|--|------------------------------------------------------------------------------------------------------------------|
| B | (vii)    |  | free from Vulnerabilities; and                                                                                   |
| B | (viii)   |  | the ability to retry when a connection fails recovering buffered data when the connection is restored.           |
| B | 3.9.4.4. |  | Data Items - The near real-time data items for the 111 call data report shall include but are not be limited to: |
| B | (i)      |  | Contract (IUC Contract Area Code e.g. 111AE9);                                                                   |
| B | (ii)     |  | Time period start (start of the interval e.g. YYYY-MM-DD HH:MM:SS);                                              |
| B | (iii)    |  | Time period end (end of the interval e.g. YYYY-MM-DD HH:MM:SS);                                                  |
| B | (iv)     |  | Application / script (if applicable);                                                                            |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



|   |        |  |                                                                 |
|---|--------|--|-----------------------------------------------------------------|
|   |        |  |                                                                 |
| B | (v)    |  | Calls offered;                                                  |
| B | (vi)   |  | Calls answered;                                                 |
| B | (vii)  |  | Calls answered in sixty (60) seconds;                           |
| B | (viii) |  | Calls abandoned before threshold ( $\leq$ thirty (30) seconds); |
| B | (ix)   |  | Calls abandoned after threshold ( $>$ thirty (30) seconds);     |
| B | (x)    |  | Average speed to answer;                                        |



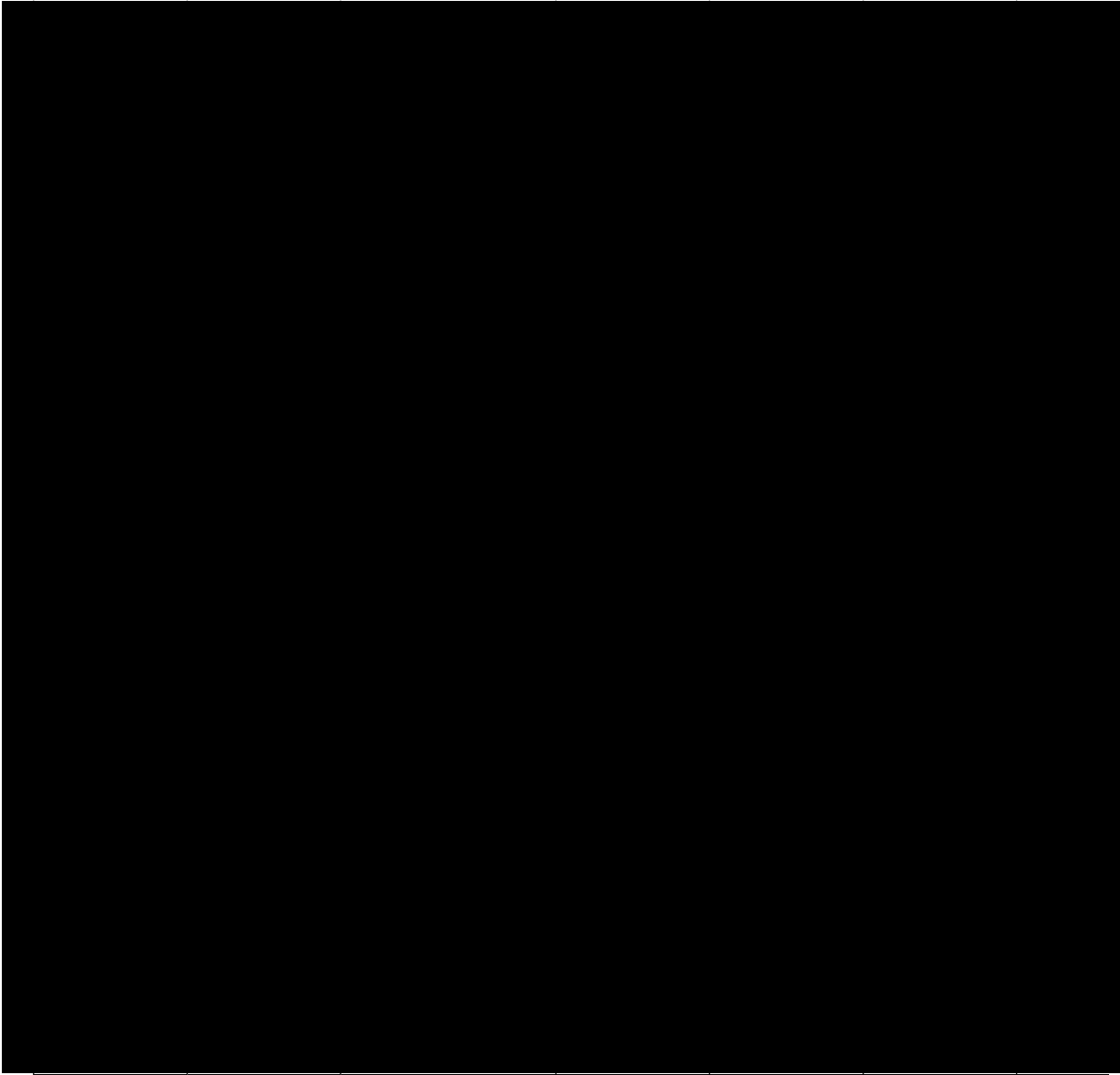
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                                       |
|---|----------|--|---------------------------------------------------------------------------------------------------------------------------------------|
| B | (xi)     |  | Average handling time;<br>and                                                                                                         |
| B | (xii)    |  | Longest wait.                                                                                                                         |
| B | 3.9.4.5. |  | The near real-time data<br>items for the call<br>handler data report (if<br>available) shall include<br>but are not be limited<br>to: |
| B | (i)      |  | Call handlers logged<br>on;                                                                                                           |
| B | (ii)     |  | Call handlers available;                                                                                                              |
| B | (iii)    |  | Call handlers on a call;                                                                                                              |
| B | (iv)     |  | Clinical advisor logged<br>on;                                                                                                        |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                                                            |  |
|---|----------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|   |          |  |                                                                                                                                                            |  |
| B | (v)      |  | Clinical advisors available; and                                                                                                                           |  |
| B | (vi)     |  | Clinical advisors on a call.                                                                                                                               |  |
| B | 3.9.4.6. |  | Storage of real time data - the Services shall store near real time data in both raw and aggregated data form in accordance with the following principles: |  |
| B | (i)      |  | the data shall be classed as commercially sensitive and afforded commensurate levels of security;                                                          |  |
| B | (ii)     |  | the Services shall be delivered from a secure datacentre with no data at rest on any remote dashboard;                                                     |  |
| B | (iii)    |  | the data shall be fully backed up to a secure offsite data store; and                                                                                      |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |  |                                                                                                                                          |
|---|----------|--|--|------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |  |  |                                                                                                                                          |
| B | (iv)     |  |  | all access shall be traceable and attributable to authorised account holders.                                                            |
| B | 3.9.4.7. |  |  | Data shall be held in accordance with the following records retention principles and purged on reaching the appropriate retention limit: |
| B | (i)      |  |  | raw data (feeds from IUC Providers) shall be retained for three (3) Months; and                                                          |
| B | (ii)     |  |  | aggregate data (interval and daily) shall be retained for thirty six (36) Months.                                                        |
| B | 3.9.4.8. |  |  | Alerting - In the event of the real time dashboard not receiving data from an IUC Provider, the Services shall:                          |
| B | (i)      |  |  | within five (5) minutes of a failure, by email, alert the IUC Provider and the IUC team detailing which IUC Provider extract has failed; |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                                                       |  |
|---|----------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| B | (ii)     |  | alert when the missing connection has been restored;                                                                                                  |  |
| B | (iii)    |  | alert when any buffered data has been uploaded after a failure;                                                                                       |  |
| B | (iv)     |  | attempt to retrieve the missing data from the IUC Provider, alerting when the missing data is received;                                               |  |
| B | (v)      |  | have the ability to update the database once the missing data segment is received, up to ten (10) Working Days from the original date of capture; and |  |
| B | (vi)     |  | identify within any report where data segment(s) is missing.                                                                                          |  |
| B | 3.9.4.9. |  | The Realtime Dashboard shall adhere to the following high-level requirements:                                                                         |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---|-------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | (i)   |  | allow secure and reliable access from n3, HSCN and the public internet. For the avoidance of doubt, hosting on the public internet is permissible contingent on providers, commissioners and stakeholder's ability to securely access from n3 and HSCN with minimal enabling works. This would require the Supplier to undertake testing with users on n3 and HSCN to ensure connection through firewalls is possible; |
| B | (ii)  |  | be intuitive and easy to use;                                                                                                                                                                                                                                                                                                                                                                                          |
| B | (iii) |  | display NHS England or Integrated Urgent Care branding on all landing pages and login screens;                                                                                                                                                                                                                                                                                                                         |
| B | (iv)  |  | the ability to drill down through a set of hierarchical views with heat maps aligned to commissioning arrangements and local NHS boundaries (e.g. National, NHS England Regions, Sustainability and Transformation Partnership (STP), local (IUC Provider) and Buddying                                                                                                                                                |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |      |  | Site views) providing the data items at each level;                                                                                                                               |
|---|------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | (v)  |  | National Aggregated View: graphic view displaying momentary performance, intervals since midnight and current daily position with the ability to drill down into underlying data; |
| B | (vi) |  | National Provider View: tiles to represent each provider with:                                                                                                                    |
| B | (a)  |  | the ability to drill down to individual provider; and                                                                                                                             |
| B | (b)  |  | the ability to further drill down to IUC contract level;                                                                                                                          |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |        |  |                                                                                                                                  |
|---|--------|--|----------------------------------------------------------------------------------------------------------------------------------|
| B | (vii)  |  | National NHS England Region View:<br>on map of England with:                                                                     |
| B | (a)    |  | the ability to drill down to IUC contract level; and                                                                             |
| B | (b)    |  | the ability to drill down to Clinical Commissioning Group level (future development);                                            |
| B | (viii) |  | Sustainability and Transformation Partnership (STP), on map of England with the ability to drill down to IUC contract level;     |
| B | (ix)   |  | Local Provider View: detailed intraday MI for publication on local wallboards with the ability to drill down to skill set level; |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |        |  |                                                                                                         |
|---|--------|--|---------------------------------------------------------------------------------------------------------|
| B | (x)    |  | Regional View: on map of region with the ability to drill down to contract level;                       |
| B | (xi)   |  | Buddying View (two or more providers working together in a form of aid agreement): aggregate and tiled; |
| B | (xii)  |  | the ability to set traffic lights within any of the aforementioned views with:                          |
| B | (a)    |  | independently configurable thresholds; and                                                              |
| B | (b)    |  | triggers based on momentary, cumulative or aggregated data;                                             |
| B | (xiii) |  | the ability to support the following users:                                                             |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |     |  |                                                                                                                                       |
|---|-----|--|---------------------------------------------------------------------------------------------------------------------------------------|
|   |     |  |                                                                                                                                       |
| B | (a) |  | Wallboard:                                                                                                                            |
| B | (1) |  | optimised for use on a wallboard, graphical representation with large font size visible from a 40-inch LED display at ten (10) metres |
| B | (2) |  | the ability to display static information or cycle through pre-defined views.                                                         |
| B | (b) |  | Smart device or tablet (only required for a limited sub-set of aforementioned views):                                                 |
| B | (1) |  | graphical optimised views                                                                                                             |
| B | (2) |  | touch screen drill down                                                                                                               |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |  |                                                                                                                                                                                                                                                                            |
|---|-----------|--|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  |  |                                                                                                                                                                                                                                                                            |
| B | (c)       |  |  | Analytical & Performance Management – Optimised for use on desktop/laptop, an interactive dashboard with drill down capability i.e. national view, regional view and local view;                                                                                           |
| B | (xiv)     |  |  | the ability to customise views and easily alter provider and commissioning footprints; and                                                                                                                                                                                 |
| B | (xv)      |  |  | partitioning of the data to enable role-based access control (RBAC) driven by defined flags to restrict access to data (e.g. NHS England can see all data, NHS 111 Commissioners can see data for only their contract areas, 111 Providers can only see their data, etc.). |
| B | 3.9.4.10. |  |  | Role Based Access Control (RBAC)                                                                                                                                                                                                                                           |
| B | (i)       |  |  | the Services shall support RBAC, allowing the administrator to create and manage in excess of five                                                                                                                                                                         |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |        |                                                 |                                                                                                                                                                                                              |
|---|--------|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |        |                                                 | hundred (500) user accounts. For the avoidance of doubt, generic accounts will only be used for wallboard views. All other accounts will be allocated to named individuals;                                  |
| B | (ii)   |                                                 | control access to the dashboard, Reporting Tool and Data Mart, restricting access to dashboards and reports down to commissioner, contract, provider and terminating vendor level; and                       |
| B | (iii)  |                                                 | agreed password length and complexity rules shall be applied with expiry rules. The Supplier shall monitor login activity and produce reports for review at the pre-existing Monthly service review meeting. |
| B | 3.9.5. | Calling Line Identity (CLI) Reporting Data Mart |                                                                                                                                                                                                              |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.9.5.1. | <p>The Buyer's (being NHS Commissioning Board) IUC team requires a Data Mart to store Call Detail Records from the Inbound Services routing platform with both built in reporting capability and the ability to use proprietary third-party Reporting Tools using Open Standards extraction methods. The CLI report is used for call tracing and fault identification. The reports shall be provided on a daily basis via secure email or via MESH (Message Exchange for Social care and Health) system in excel format, which shall be zipped, and password protected, with the password changed automatically every three (3) Months.</p> |
| B | 3.9.5.2. | <p>The reporting is required to analyse (including but not limited to):</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| B | (i)      | <p>distribution of calls in the event of contingency activation;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                                                                                        |  |
|---|-------|--|----------------------------------------------------------------------------------------|--|
|   |       |  |                                                                                        |  |
| B | (ii)  |  | call volumes at IUC Provider, routing area, NNG, mobile mast and emergency zone level; |  |
| B | (iii) |  | overflowed calls;                                                                      |  |
| B | (iv)  |  | calls encountering technical difficulties;                                             |  |
| B | (v)   |  | terminating vendor; and                                                                |  |

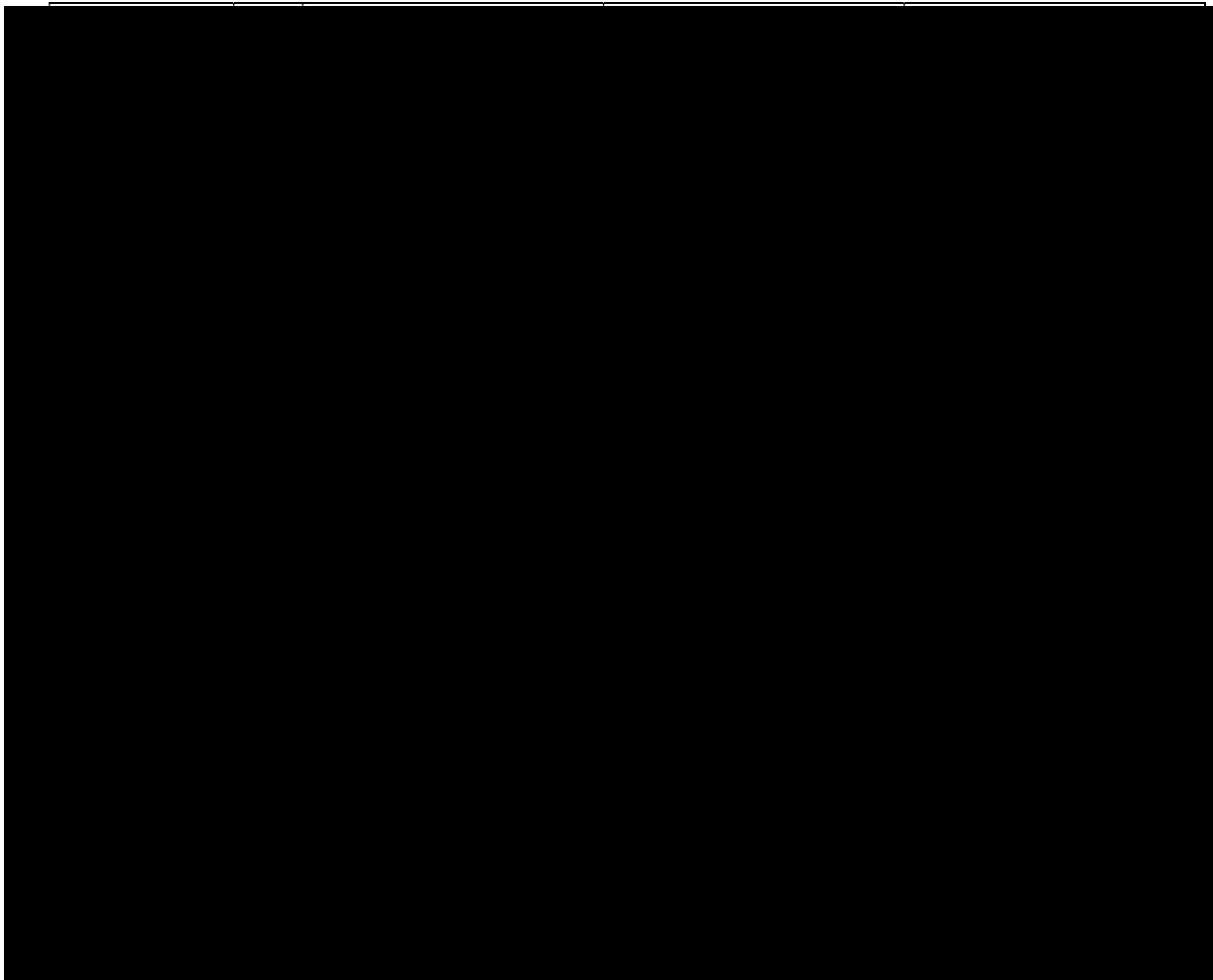
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |  |                                                                                                                                                               |
|---|----------|--|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |  |  |                                                                                                                                                               |
| B | (vi)     |  |  | terminating number.                                                                                                                                           |
| B | 3.9.5.3. |  |  | The telephony platform must create a Call Detail Record (CDR) referred to as the Calling Line Identity (CLI) file. This CLI file includes data items such as: |
| B | (i)      |  |  | Date & Time                                                                                                                                                   |
| B | (ii)     |  |  | Dialled Number                                                                                                                                                |



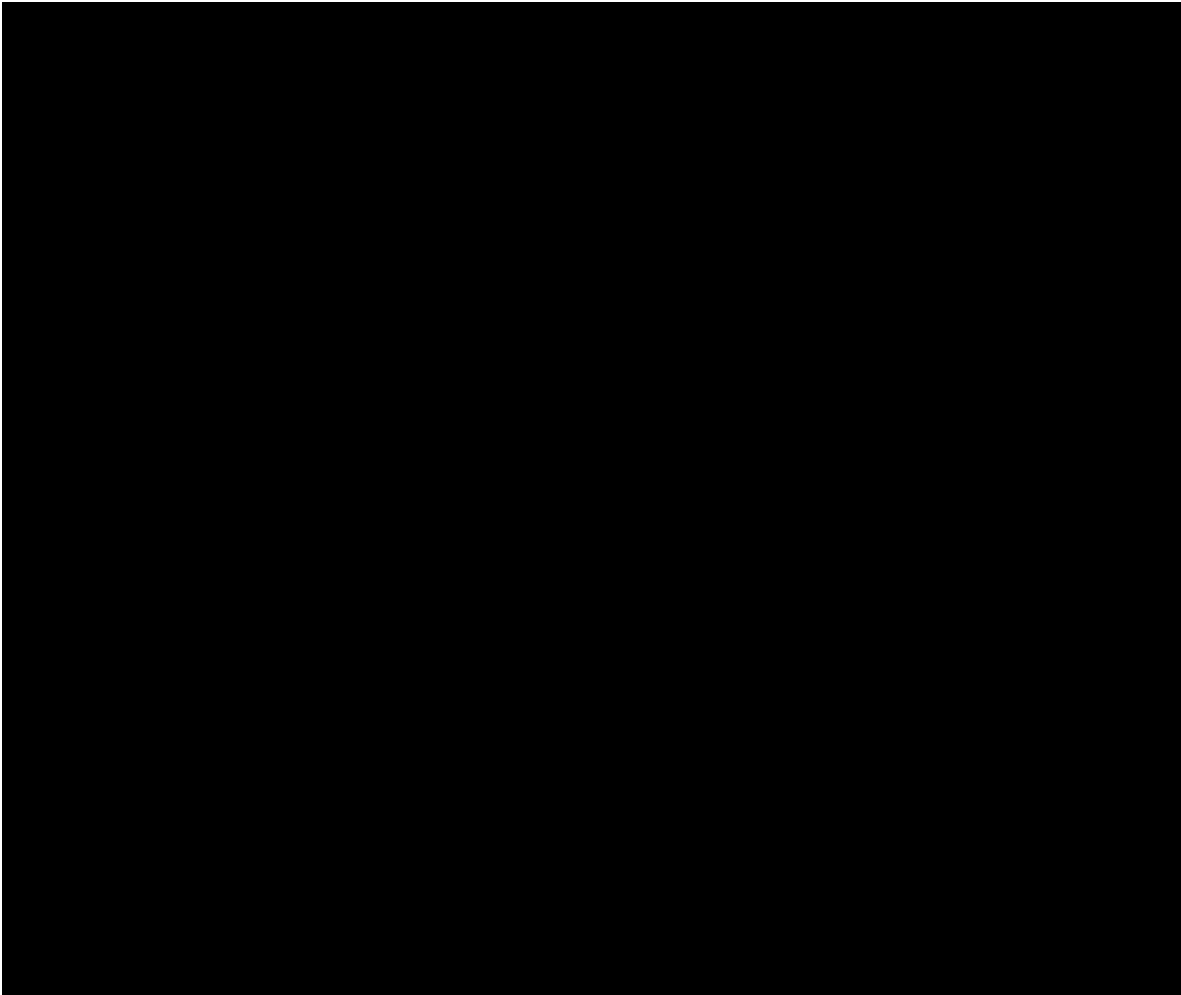
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                 |
|---|-------|--|-----------------|
| B | (iii) |  | Passed PCD      |
| B | (iv)  |  | CLI Restriction |
| B | (v)   |  | Masked ANI      |
| B | (vi)  |  | Network Type    |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |        |  |                  |  |
|---|--------|--|------------------|--|
|   |        |  |                  |  |
| B | (vii)  |  | Network ID       |  |
| B | (viii) |  | Carrier Location |  |
| B | (ix)   |  | CCG              |  |
| B | (x)    |  | Vendor           |  |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |        |  |  |                    |  |
|---|--------|--|--|--------------------|--|
|   |        |  |  |                    |  |
| B | (xi)   |  |  | Originating CCG    |  |
| B | (xii)  |  |  | Terminating Vendor |  |
| B | (xiii) |  |  | Region             |  |
| B | (xiv)  |  |  | VAData             |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

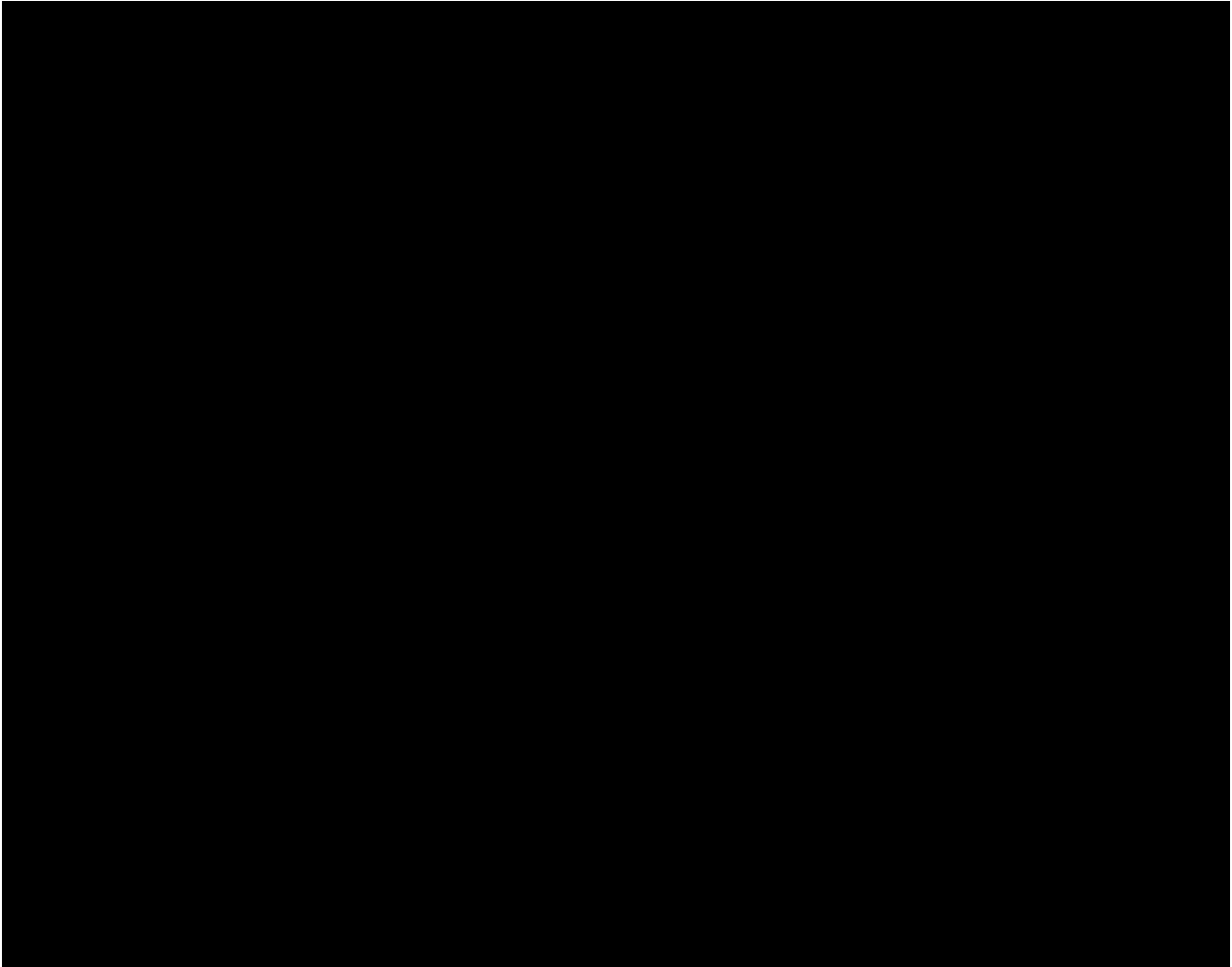
Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |         |  |  |               |  |
|---|---------|--|--|---------------|--|
|   |         |  |  |               |  |
| B | (xv)    |  |  | SMS Data      |  |
| B | (xvi)   |  |  | Voice App     |  |
| B | (xvii)  |  |  | Call Journey  |  |
| B | (xviii) |  |  | IVR Reporting |  |

**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|   |        |  |                           |
|---|--------|--|---------------------------|
|   |        |  |                           |
| B | (xix)  |  | Table Lookup              |
| B | (xx)   |  | Tag Value                 |
| B | (xxi)  |  | Destination               |
| B | (xxii) |  | Technical Difficulty (TD) |



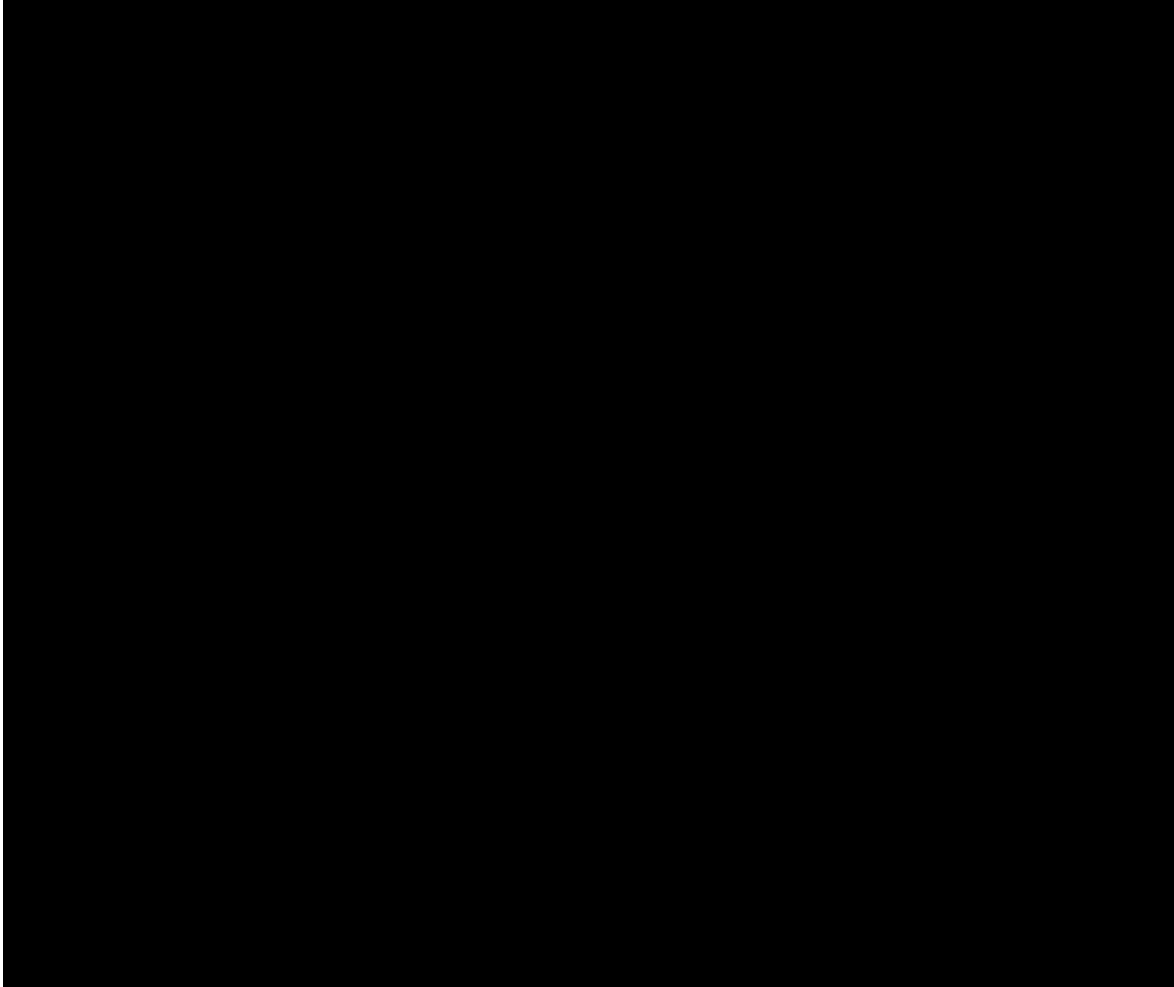
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |  |                                                                                                   |
|---|----------|--|--|---------------------------------------------------------------------------------------------------|
|   |          |  |  |                                                                                                   |
| B | (xxiii)  |  |  | TDBypass Vendor                                                                                   |
| B | (xxiv)   |  |  | Payphone                                                                                          |
| B | 3.9.5.4. |  |  | The collection of historic CLI shall adhere to the following principles:                          |
| B | (i)      |  |  | scheduled daily extracts running in the early hours of the morning completed no later than 07:00; |
| B | (ii)     |  |  | encrypted transmission; and                                                                       |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |  |                                                                                                                                                               |
|---|----------|--|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |  |  |                                                                                                                                                               |
| B | (iii)    |  |  | the ability to retry when extract fails recovering buffered data when the connection is restored.                                                             |
| B | 3.9.5.5. |  |  | The Services shall store CLI data in accordance with the following principles:                                                                                |
| B | (i)      |  |  | the data shall be classed as Patient Identifiable Data and afforded commensurate levels of security;                                                          |
| B | (ii)     |  |  | the Services shall be delivered from a secure datacentre with no data at rest on any remote device except where contained in reports run by authorised users; |
| B | (iii)    |  |  | the data shall be fully backed up to a secure offsite data store; and                                                                                         |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                      |  |                                                                                                                                                                                                                                                                                |
|---|----------|----------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |                      |  |                                                                                                                                                                                                                                                                                |
| B | (iv)     |                      |  | all access shall be traceable and attributable to authorised account holders.                                                                                                                                                                                                  |
| B | 3.9.5.6. |                      |  | Data shall be held in accordance with the following records retention principles and purged on reaching the defined retention limit:                                                                                                                                           |
| B | (i)      |                      |  | all CLI data shall be retained for three (3) years from the date of capture; and                                                                                                                                                                                               |
| B | (ii)     |                      |  | the ability is required to run a batch process retrospectively applying a flag to any records containing specified CLI and exempting them from the purge process (for use where the number relates to an active complaint, coroner's court request or Subject Access Request). |
| B | 3.9.6.   | Call Tracing Service |  |                                                                                                                                                                                                                                                                                |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |              |                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---|----------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.9.6.1. |              | The Supplier will provide a solution that allows named requestors to request a trace to be run on any inbound call, to provide detailed information which if necessary could be used in the event of a legal issue (such as a Coroners request), an example of this could be a child protection case in which the police want to prove beyond doubt that the parent sought assistance. (see workflow appendix 14). |
| B | 3.9.7.   | Email alerts |                                                                                                                                                                                                                                                                                                                                                                                                                    |
| B | 3.9.7.1. |              | As identified in Paragraph 3.3.16.1 the Supplier shall, when abandoned call states are reached, send email alerts when the following conditions are met:                                                                                                                                                                                                                                                           |
| B | (i)      |              | <b>Technical Difficulties</b> - Identify possible issues with the delivery mechanism to IUC Providers (Technical Difficulties), where the call can't reach the delivery number/labels and goes to the announcement.                                                                                                                                                                                                |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |                     |                                                                                                                                                                                                                                                                                                                                                                           |  |        |       |
|---|-------|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------|-------|
| B | (ii)  |                     | Percentage of hourly volume of calls per IUC Provider that failed to deliver to a label and hit the Technical Difficulties message over the total volume of calls that the system attempted to deliver to this IUC Provider, an email alarm will be to a specific distribution list with details about the anomaly identified and the alarm threshold level set as below: |  |        |       |
| B |       | Alarm Level         | Minor                                                                                                                                                                                                                                                                                                                                                                     |  | Medium | Major |
| B |       | Percentage of calls | 5%                                                                                                                                                                                                                                                                                                                                                                        |  | 10%    | 20%   |
| B | (iii) |                     | <b>Technical Difficulties Bypass -</b><br>Identify if the call has bypassed the Technical Difficulties message rather than playing the Technical Difficulties announcement, an email alert will be sent to a specific distribution list with details about the anomaly identified (a call has gone to a different IUC Provider).                                          |  |        |       |
| B | (iv)  |                     | <b>Abandoned calls -</b> Identify if a call was abandoned after the Phantom Call detection check, an email alarm will be sent to a specific distribution list with details about the anomaly                                                                                                                                                                              |  |        |       |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                              |                                                                                                                                                                                                                                                                                                                        |  |            |            |
|---|----------|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------|------------|
|   |          |                              | identified and the alarm level set as below. Proactive Monitoring Phantom Call detection alert thresholds as follows:                                                                                                                                                                                                  |  |            |            |
| B |          | Threshold Level              | Minimum                                                                                                                                                                                                                                                                                                                |  | Medium     | Maximum    |
| B |          | Percentage of calls          | <b>10%</b>                                                                                                                                                                                                                                                                                                             |  | <b>12%</b> | <b>15%</b> |
| B | 3.9.8.   | <b>British Sign Language</b> |                                                                                                                                                                                                                                                                                                                        |  |            |            |
| B |          |                              | The 111 BSL Interpreter Service is an optional item in the Call-Off Catalogue and will only be required if shown on the Order Form or implemented via a Change Authorisation Note. To the extent that the 111 BSL Interpreter Service is brought on via a Change Authorisation Note, this Paragraph 3.9.8 shall apply. |  |            |            |
| B | 3.9.8.1. |                              | The Supplier shall:                                                                                                                                                                                                                                                                                                    |  |            |            |
| B | (i)      |                              | deliver 111 BSL Interpreter Service to provide a means of giving access to the IUC Services to members of the                                                                                                                                                                                                          |  |            |            |

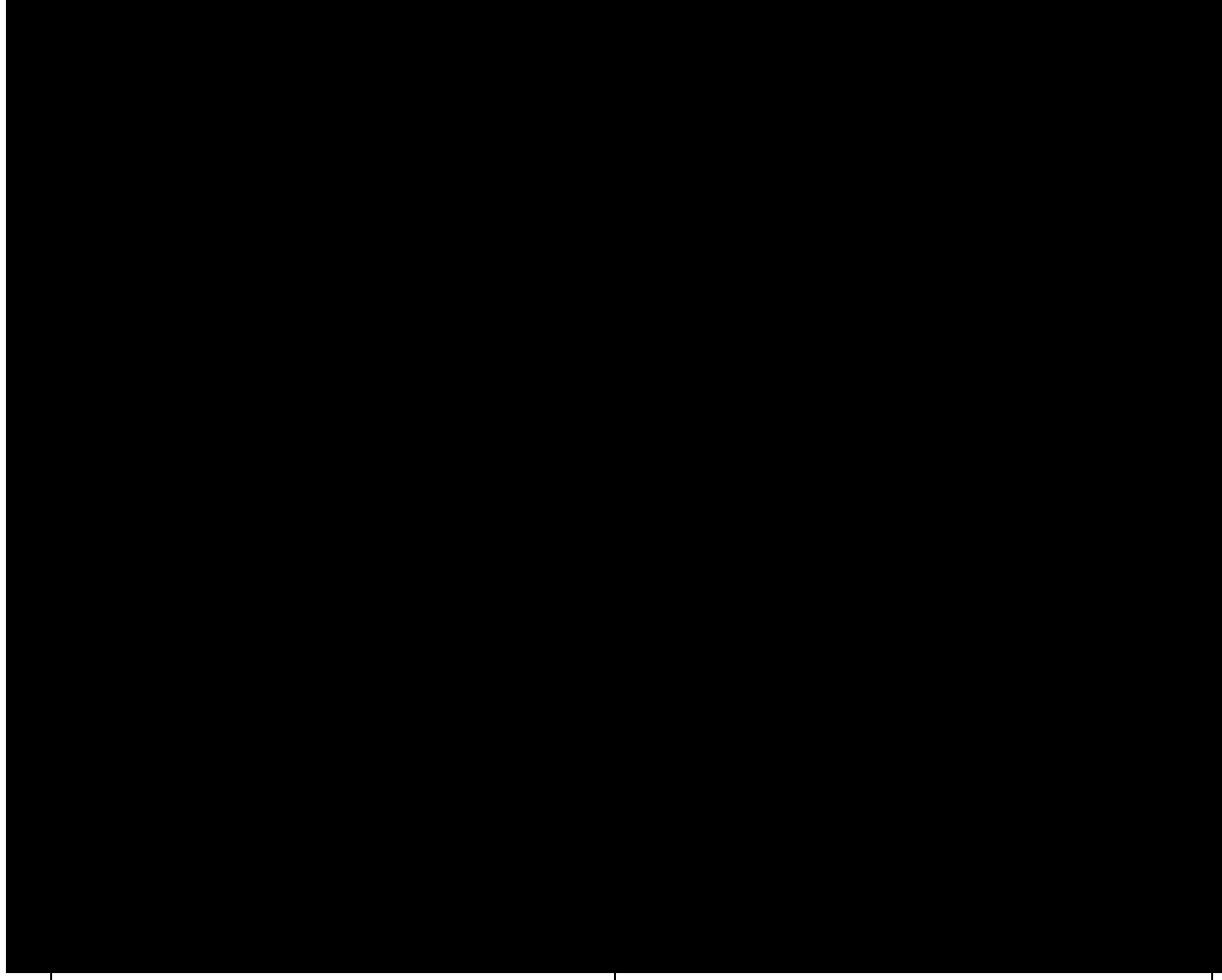
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |      |  |                                                                                                                                                                                                                                                                                                                      |
|---|------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |      |  | deaf community who use BSL as their first language;                                                                                                                                                                                                                                                                  |
| B | (ii) |  | deliver 111 BSL Interpreter Service, which is based on video relay technology and connects patients to interpreters over the public internet using a web-based client. The interpreter then makes a conventional voice call into NHS111 and acts as an intermediary between the patient and the NHS111 call handler; |



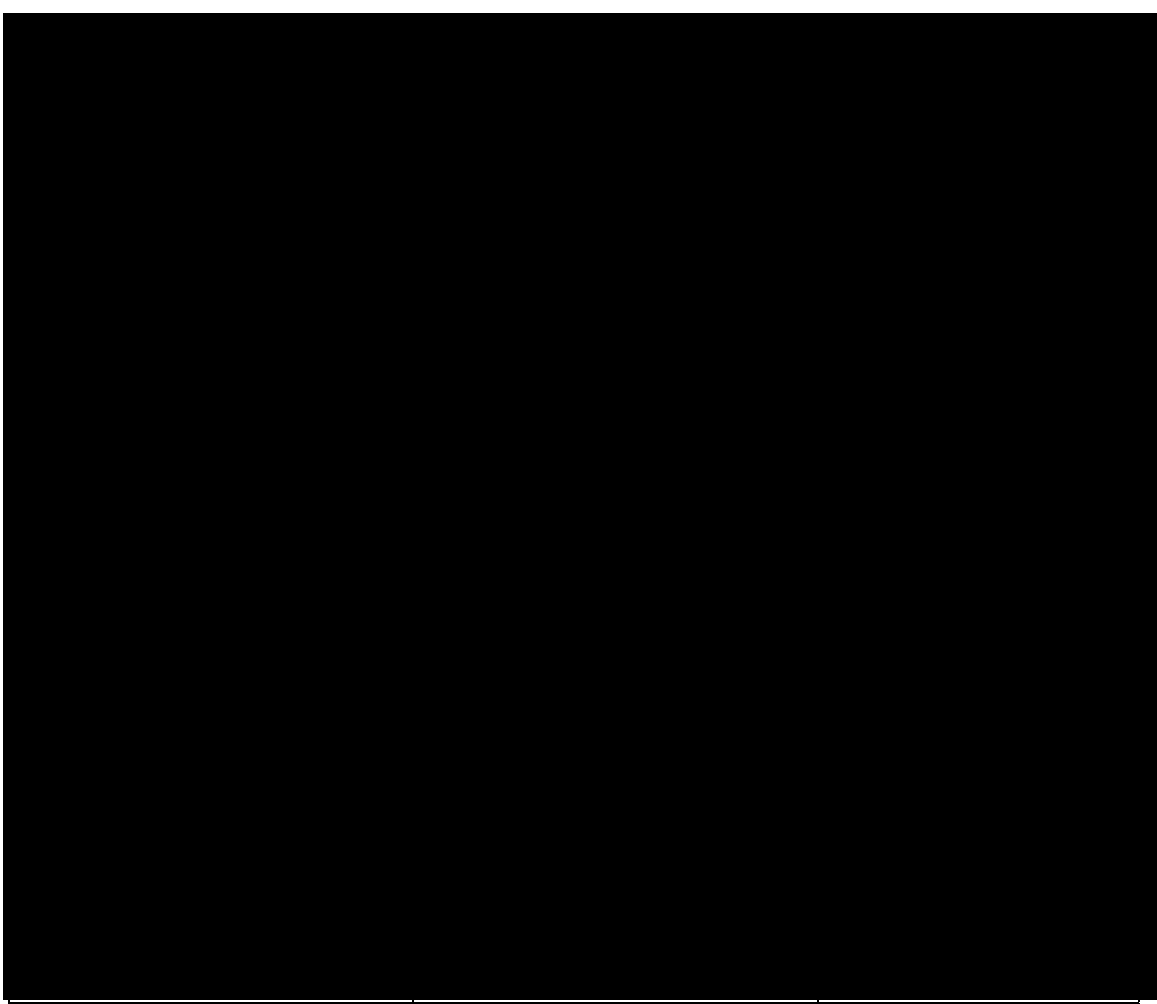
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                                                                                                           |
|---|-------|--|-----------------------------------------------------------------------------------------------------------|
| B | (iii) |  | deliver a Mobile App to allow easy access to the British Sign Language (BSL) translation service for IUC; |
| B | (iv)  |  | ensure the British Sign Language (BSL) translation service meets the following requirements:              |
| B | (a)   |  | web client syndicated via NHS Choices;                                                                    |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |     |  |                                                                                                          |  |
|---|-----|--|----------------------------------------------------------------------------------------------------------|--|
|   |     |  |                                                                                                          |  |
| B | (b) |  | fully managed inbound and outbound interpreting services using fully trained and qualified interpreters; |  |
| B | (c) |  | secure interpreter workstation;                                                                          |  |
| B | (d) |  | implementation and testing;                                                                              |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |     |  |  |                                                        |
|---|-----|--|--|--------------------------------------------------------|
|   |     |  |  |                                                        |
| B | (e) |  |  | full ITIL based support during hours of operation; and |
| B | (f) |  |  | management reporting;                                  |
| B | (v) |  |  | meet the following BSL specific obligations:           |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |     |  |  |                                                                                   |
|---|-----|--|--|-----------------------------------------------------------------------------------|
|   |     |  |  |                                                                                   |
| B | (a) |  |  | all interpreters shall be DBS/CRB checked and trained to an appropriate standard; |
| B | (b) |  |  | all interpreters shall be working in a quiet confidential environment;            |
| B | (c) |  |  | the Supplier shall carry out workplace assessments;                               |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |     |  |  |                                                                                                                                     |
|---|-----|--|--|-------------------------------------------------------------------------------------------------------------------------------------|
|   |     |  |  |                                                                                                                                     |
| B | (d) |  |  | the Supplier shall performance manage Interpreters; and assist in the investigation of any serious adverse incidents or complaints; |
| B | (e) |  |  | render a redirection message on the web client if the Service becomes Unavailable or when all agents are busy; and                  |
| B | (f) |  |  | all care advice and address information will be sent in textual form.                                                               |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                 |  |                                                                                                                                                                                                                                                                                                                                                                                                         |
|---|----------|-----------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |          |                 |  |                                                                                                                                                                                                                                                                                                                                                                                                         |
| B | (vi)     |                 |  | The 111 BSL Interpreter Service shall be Available twenty-four (24) hours a day, seven (7) days a week and three hundred and sixty five (365) days of the year, in line with the Supplier 111 Service.                                                                                                                                                                                                  |
| B | 3.9.9.   | Future Services |  | The Supplier shall deliver these services on request in accordance with Paragraph 1.8.6.                                                                                                                                                                                                                                                                                                                |
| B | 3.9.9.1. |                 |  | <b>Home Working (Future Services) solution</b> - which allows up to 1000 concurrent contact-centre agents to be located remotely either at home using home broadband or at another business location (for example: a GP working his or her home Practice). The Home Working (Future Services) solution must be able to deliver the voice via the data network to a soft-phone client and or a mobile or |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |  |                                                                                                                            |
|---|----------|--|----------------------------------------------------------------------------------------------------------------------------|
|   |          |  | landline device, with remote Voice Recording with no costs incurred by or billed to the home workers' personal account(s). |
| B | 3.9.9.2. |  | The Home Working (Future Services) solution with (but not limited to) the following functionality:                         |
| B | (i)      |  | the quick creation and deletion of user accounts;                                                                          |
| B | (ii)     |  | the ability to assign users into teams and skill groups;                                                                   |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                                                                                                                                                                   |  |
|---|-------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|   |       |  |                                                                                                                                                                   |  |
| B | (iii) |  | where voice is VOIP a separate turret or phone is required supporting a Contact Centre industry standard noise cancelling headset to be connected;                |  |
| B | (iv)  |  | where the PSTN is used the line will be "nailed-up" for the duration of the shift (a suitable tariff will be required to minimise the cost of such a connection); |  |
| B | (v)   |  | security measures to restrict pairing to registered numbers;                                                                                                      |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |        |  |  |                                                                                                            |
|---|--------|--|--|------------------------------------------------------------------------------------------------------------|
|   |        |  |  |                                                                                                            |
| B | (vi)   |  |  | call forcing;                                                                                              |
| B | (vii)  |  |  | where video is used, priority is given to voice with video component terminated if bandwidth insufficient; |
| B | (viii) |  |  | Voice Recording as specified in Paragraphs 3.6.9 and 3.6.14 of this Call-Off Schedule;                     |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |      |  |  |                                                                                                                                                                                       |
|---|------|--|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |      |  |  |                                                                                                                                                                                       |
| B | (ix) |  |  | compression such as G729a permitted where Mean Opinion Score (MOS) of 4 can be maintained;                                                                                            |
| B | (x)  |  |  | call-routing by:                                                                                                                                                                      |
| B | (a)  |  |  | conditional routing such as real-time queue statistics, time of day, day of week, ANI (Automatic Number Identification) and dialled number;                                           |
| B | (b)  |  |  | behaviours based call-routing, such as the ability to specify service levels, move contacts between agent groups, and reprioritize contacts in the queue based on the business rules; |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |     |  |                                                    |  |
|---|-----|--|----------------------------------------------------|--|
|   |     |  |                                                    |  |
| B | (c) |  | customisable queuing announcements;                |  |
| B | (d) |  | re-route on 'ring no answer';                      |  |
| B | (e) |  | data driven routing for HTML and XML data sources; |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

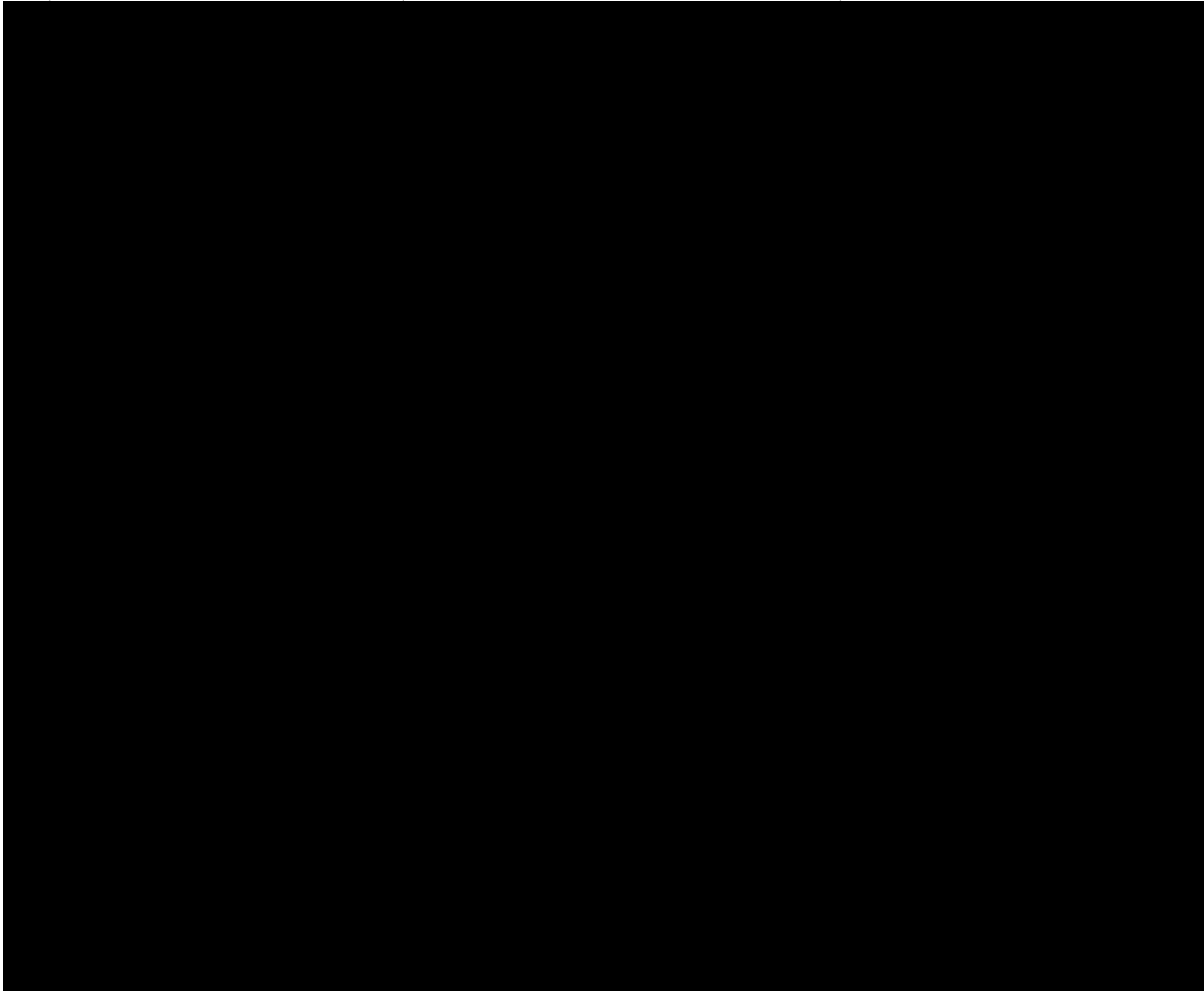
Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |      |  |                                                     |
|---|------|--|-----------------------------------------------------|
| B | (f)  |  | dynamic re-skilling by administrator or supervisor; |
| B | (g)  |  | prioritised queuing;                                |
| B | (xi) |  | Agent-routing by:                                   |
| B | (a)  |  | data-driven based on JDBC database sources via SQL; |
| B | (b)  |  | general IVR Features;                               |

**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|   |     |  |                                          |
|---|-----|--|------------------------------------------|
|   |     |  |                                          |
| B | (c) |  | play messages to callers: Music on hold; |
| B | (d) |  | play messages to callers: Prompts;       |

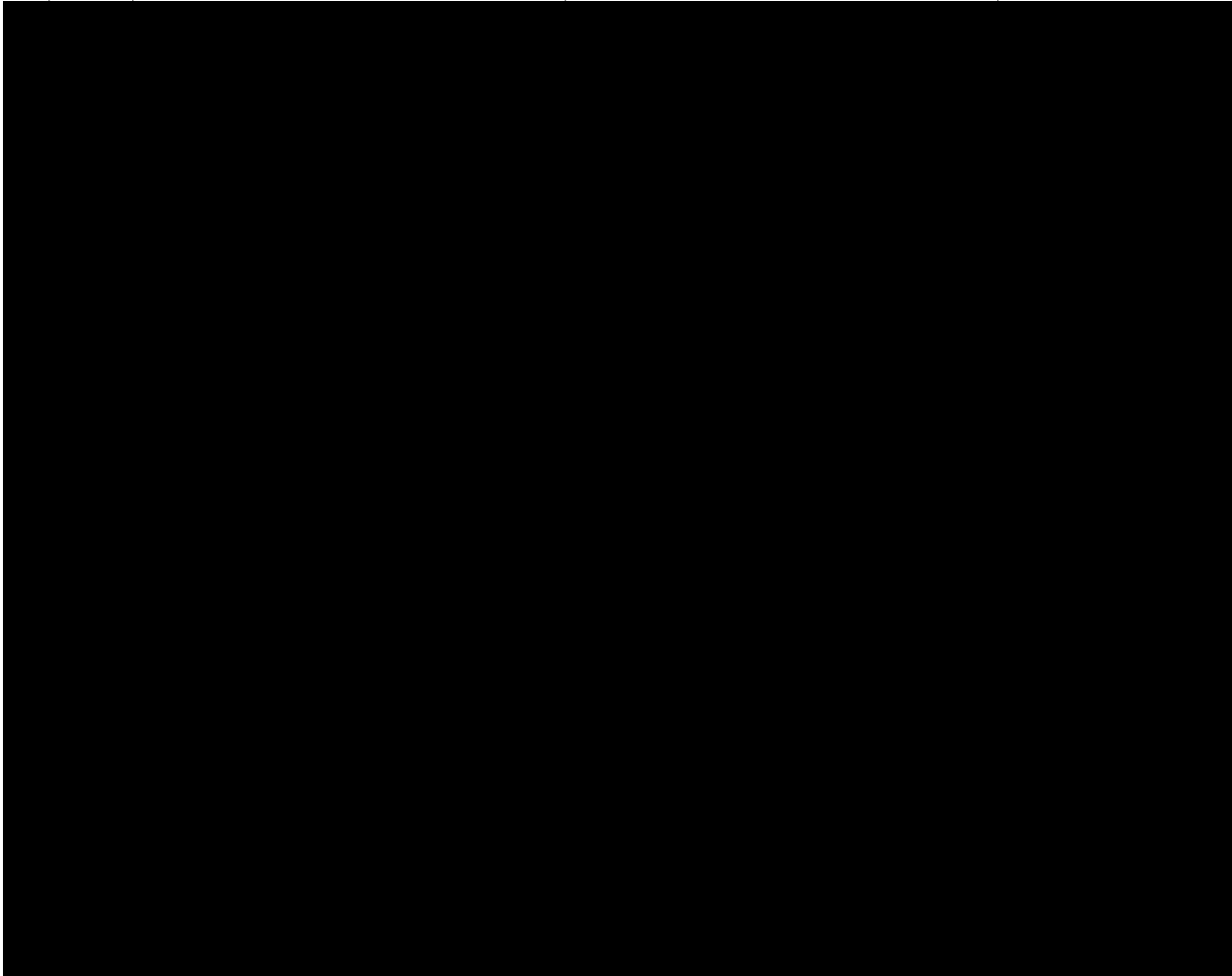


**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



|   |     |  |                                                                 |
|---|-----|--|-----------------------------------------------------------------|
|   |     |  |                                                                 |
| B | (e) |  | play messages to callers: Combine prompts, music, and messages; |
| B | (f) |  | capture and process caller DTMF input;                          |
| B | (g) |  | automated-attendant support;                                    |



**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

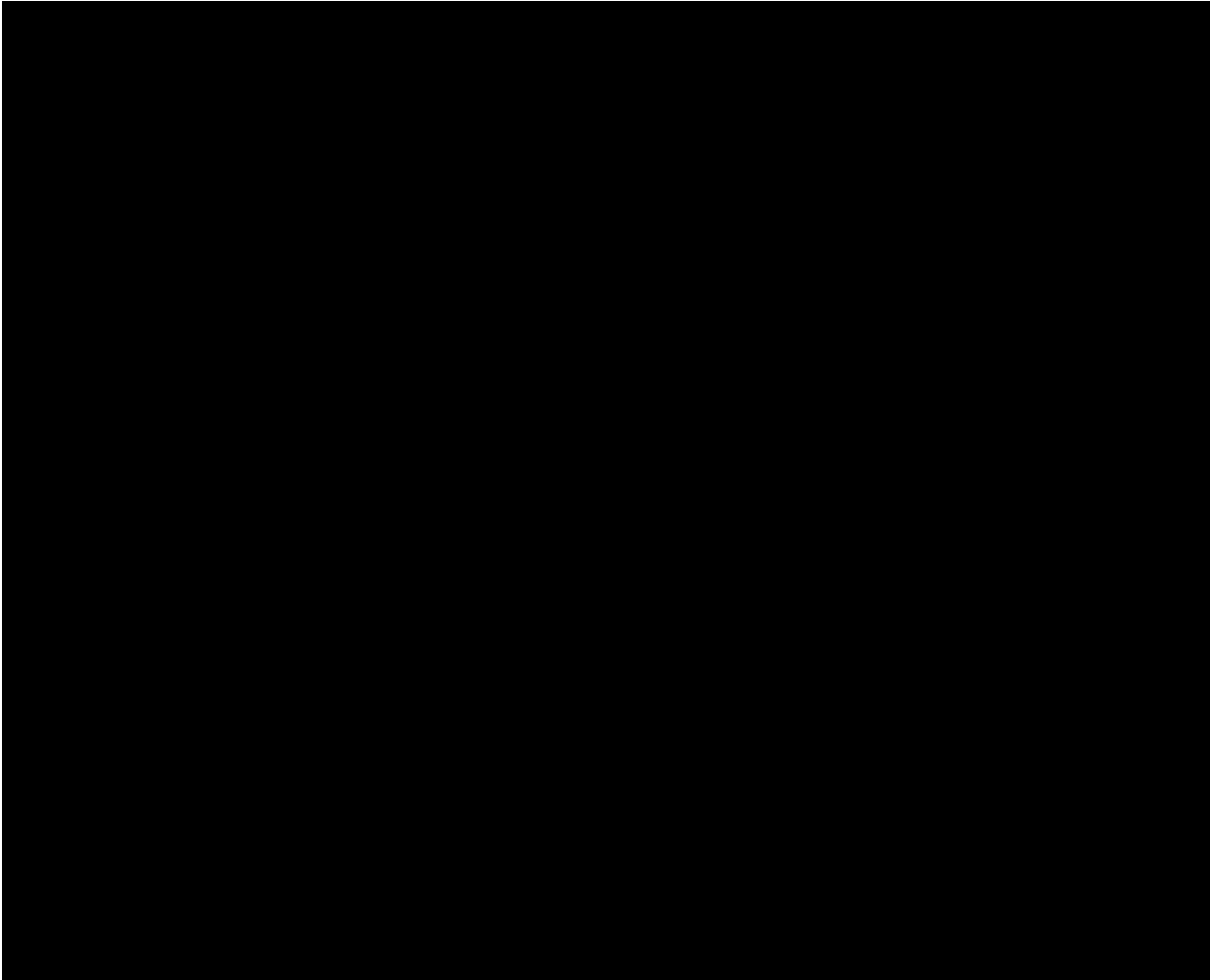
|   |     |  |  |                                     |  |
|---|-----|--|--|-------------------------------------|--|
|   |     |  |  |                                     |  |
| B | (h) |  |  | database integration;               |  |
| B | (i) |  |  | Automatic Speech Recognition (ASR); |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

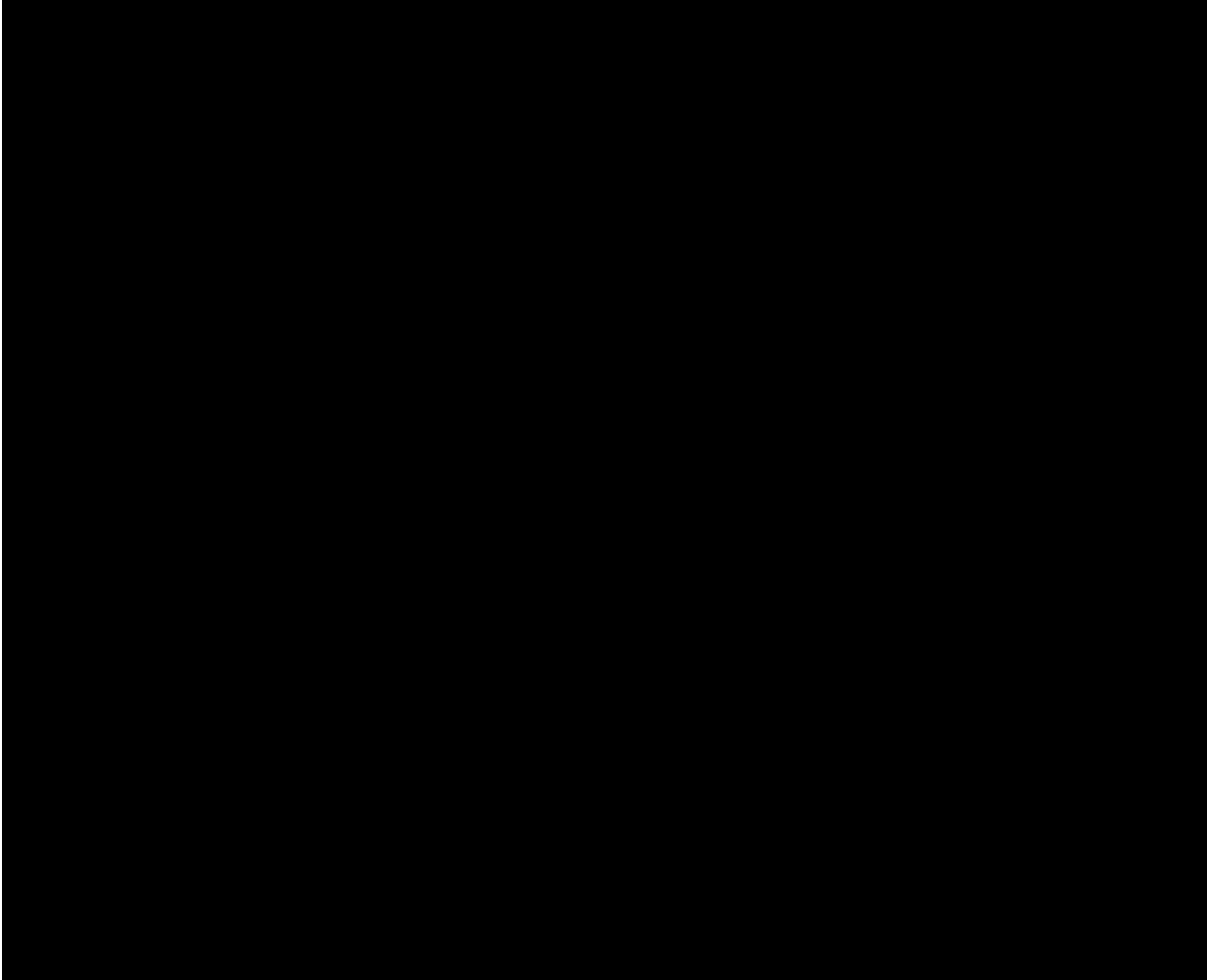
Crown Copyright 2018

NHS Commissioning Board Copyright 2020



|   |       |  |                                                                    |
|---|-------|--|--------------------------------------------------------------------|
| B | (j)   |  | Text to Speech (TTS);                                              |
| B | (k)   |  | read data from HTTP/S and XML pages;                               |
| B | (xii) |  | an agent desktop with:                                             |
| B | (a)   |  | CAD only ability to manage the call but if not using a soft phone; |

**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020



|   |     |  |  |                                    |
|---|-----|--|--|------------------------------------|
|   |     |  |  |                                    |
| B | (b) |  |  | support for personal address book; |
| B | (c) |  |  | support for team messages;         |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |     |  |  |                                                 |
|---|-----|--|--|-------------------------------------------------|
|   |     |  |  |                                                 |
| B | (d) |  |  | support for real-time queue and agent displays; |
| B | (e) |  |  | supports for thick client environments;         |
| B | (f) |  |  | support for IP phone agents;                    |

**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|   |     |  |  |                            |  |
|---|-----|--|--|----------------------------|--|
|   |     |  |  |                            |  |
| B | (g) |  |  | integrated browser;        |  |
| B | (h) |  |  | support for video channel; |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |        |  |                                                              |
|---|--------|--|--------------------------------------------------------------|
| B | (i)    |  | workflow-initiated call recording;                           |
| B | (j)    |  | support for desktop chat (with other users) or team message; |
| B | (xiii) |  | an agent supervisor desktop that:                            |



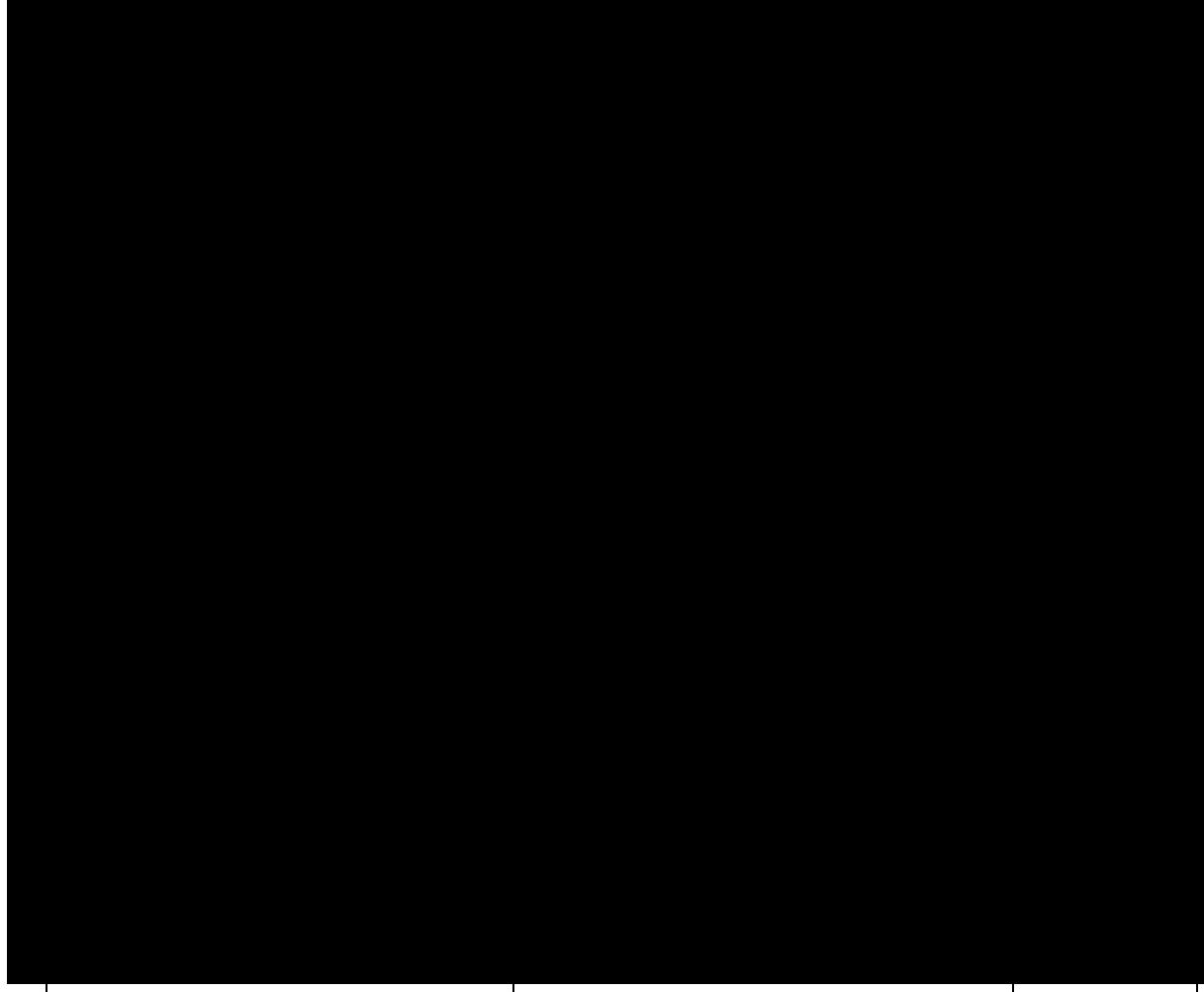
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |     |  |                                                                                              |
|---|-----|--|----------------------------------------------------------------------------------------------|
| B | (a) |  | allows the supervisor desktop to change an agent state to available, unavailable, or logout; |
| B | (b) |  | can send alert to individuals or teams;                                                      |
| B | (c) |  | can initiate a chat session with individual members or the entire team;                      |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |     |  |  |                                                                                  |  |
|---|-----|--|--|----------------------------------------------------------------------------------|--|
|   |     |  |  |                                                                                  |  |
| B | (d) |  |  | remove an agent from a call using the intercept feature;                         |  |
| B | (e) |  |  | can change an agent's skill profile in real time or dynamically re-skill agents; |  |

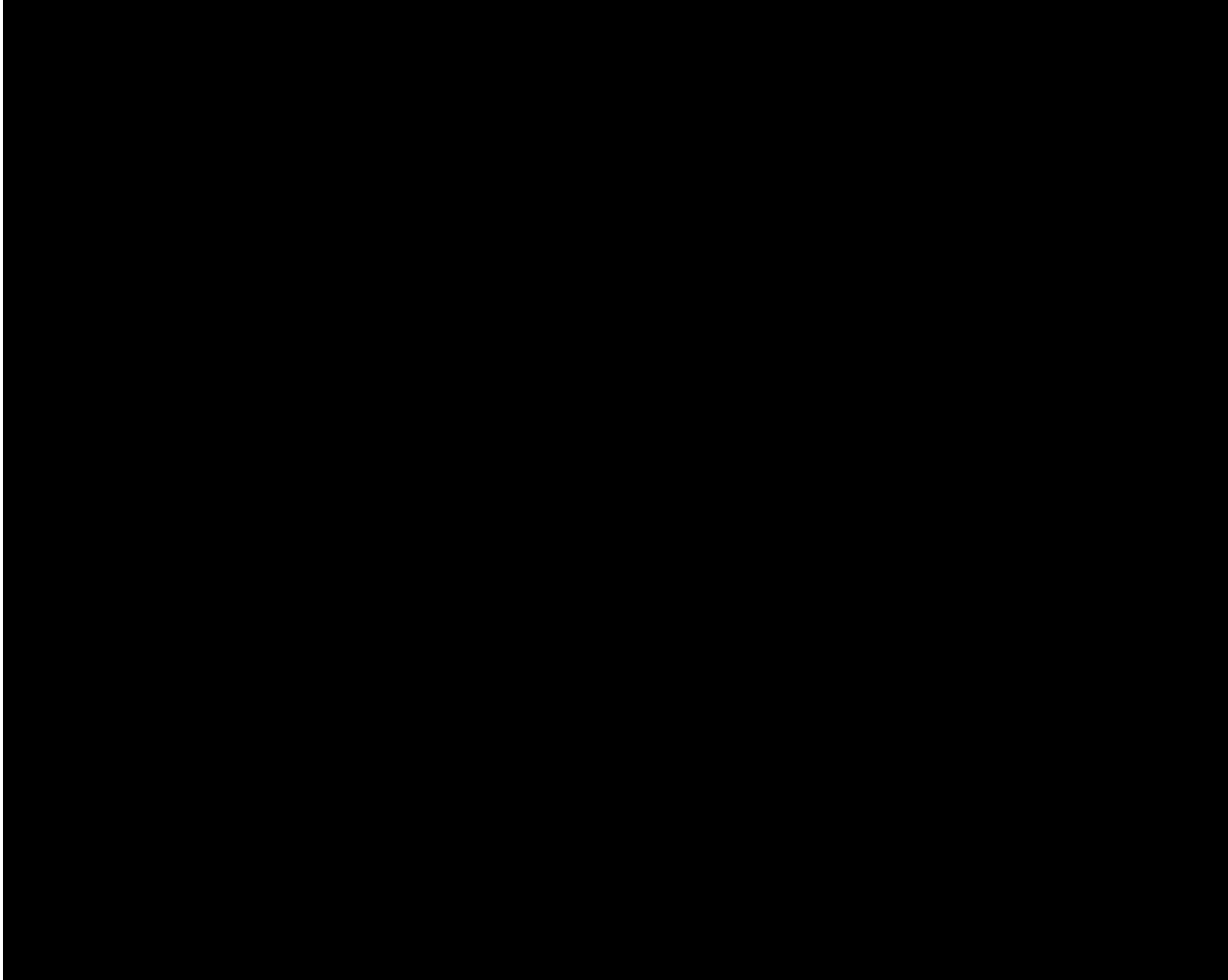


**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|   |       |  |                                           |  |
|---|-------|--|-------------------------------------------|--|
|   |       |  |                                           |  |
| B | (xiv) |  | a reporting tool ("Reporting Tool") that: |  |
| B | (a)   |  | intuitive and easy to use;                |  |
| B | (b)   |  | provides a basic set of template reports; |  |

**Call-Off Schedule 20 (Call-Off Specification)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

|   |     |  |  |                                        |
|---|-----|--|--|----------------------------------------|
|   |     |  |  |                                        |
| B | (c) |  |  | allows basic and customisable reports; |
| B | (d) |  |  | allows filtering on report fields;     |

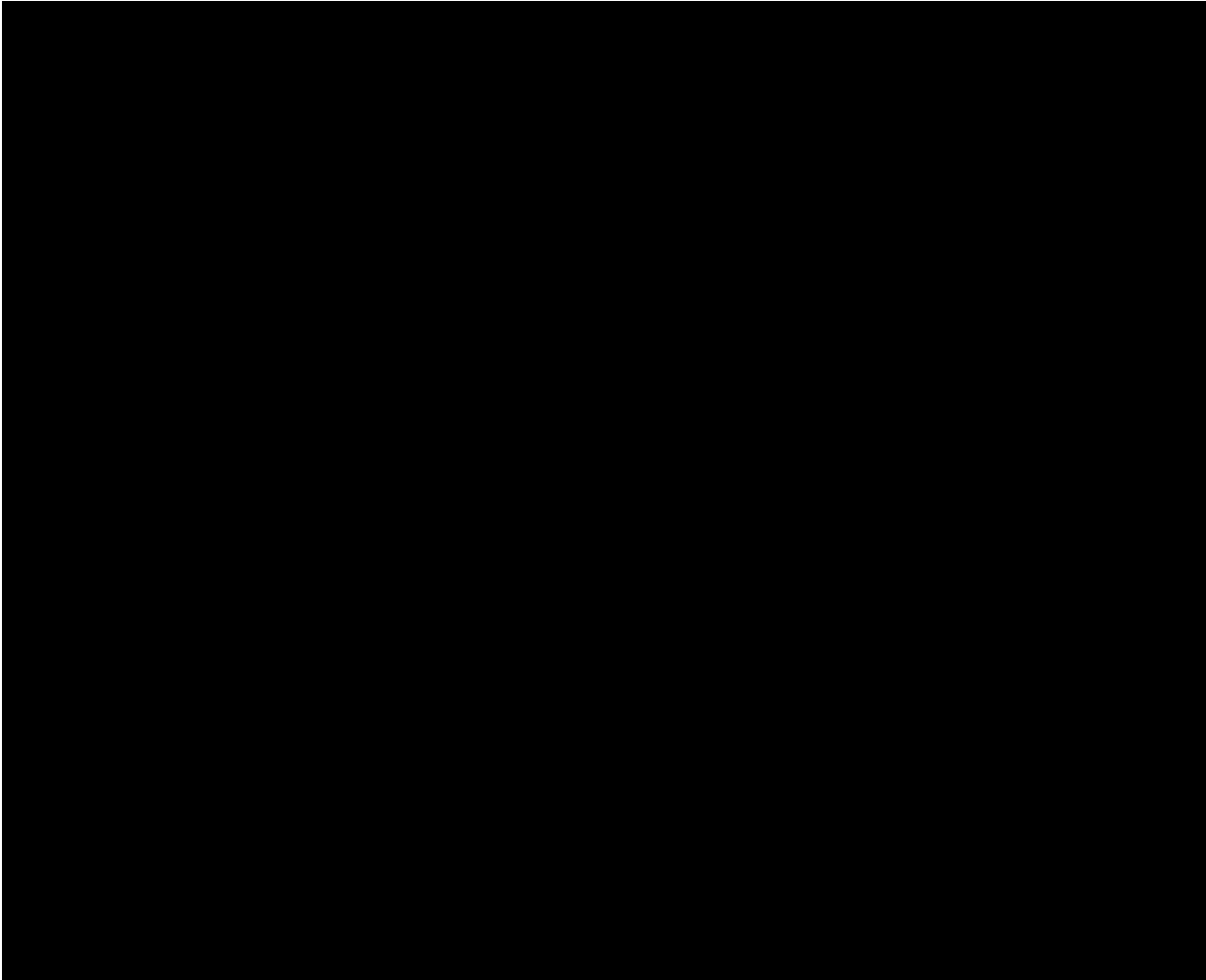


**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



|   |      |  |                                                                               |
|---|------|--|-------------------------------------------------------------------------------|
|   |      |  |                                                                               |
| B | (e)  |  | create both historical and real-time reports; and                             |
| B | (xv) |  | call recording that:                                                          |
| B | (a)  |  | can record from multiple communication channel such as video or social media; |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |     |  |                                                          |  |
|---|-----|--|----------------------------------------------------------|--|
|   |     |  |                                                          |  |
| B | (b) |  | provides audio transcription;                            |  |
| B | (c) |  | search (interaction and evaluation) as free text search; |  |
| B | (d) |  | random search for call audit/evaluation;                 |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |     |  |  |                                                                                          |
|---|-----|--|--|------------------------------------------------------------------------------------------|
|   |     |  |  |                                                                                          |
| B | (e) |  |  | audio player view with wav. file;                                                        |
| B | (f) |  |  | downloadable audio files without the<br>incumbrance of a separate licence or<br>product; |
| B | (g) |  |  | real-time playback.                                                                      |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|--|--|--|--|--|

**3.10. IUC NLP (Natural Language Processing)**

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| <b>IUC NLP (Natural Language Processing)</b> | <b>Overview</b><br>These IUC NLP Service Requirements are represented by six (6) separate use cases (Demographic Capture, Symptom checker automation, Call Steering, Voice Biometrics, Language Identification and Sentiment Analysis), which are set out in Paragraphs 3.11.1 to 3.11.5 along with common Service Requirements in Paragraphs 3.10.1 to 3.10.7.<br><br>All IUC NLP functions are <b>optional items</b> and will only be implemented via a Change Authorisation Note.<br><br>The Supplier's NLP Solution shall meet the Services Requirements from the OSCD specified in the relevant Change Authorisation Note. |  |  |  |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|

| Part | CI / Ref | Element of Service Requirements | Service Requirements / Supplier Responsibility          | Supplier Solution to meet the Service Requirements | Buyer Responsibilities (if any) | "Compliant" or "Non-Compliant" with the Service Requirement | RFP Response Cross-reference |
|------|----------|---------------------------------|---------------------------------------------------------|----------------------------------------------------|---------------------------------|-------------------------------------------------------------|------------------------------|
| B    | 3.10.1.  | IUC NLP General Requirements    | The Supplier shall deliver these services on request in |                                                    |                                 |                                                             |                              |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  | accordance with Paragraph 1.8.6.                                                                                                                                                                                                                          |
|---|-----------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.10.1.1. |  | The Supplier shall provide Supplier NLP Services that have the following capability:                                                                                                                                                                      |
| B | (i)       |  | the ability to issue multiple scripted voice prompts (ask questions) in a clear and easy to understand manner to a high degree of accuracy and respond to the answers to these prompts with an appropriate and clear manner emulating human conversation; |
| B | (ii)      |  | understand all common accents of regional and ethnic origin (what you would reasonably expect an English-speaking agent in an England contact-centre to understand, at a level that would not require the use of a translation service);                  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |         |                                  |                                                                                                                                             |
|---|---------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| B | (iii)   |                                  | collate information received and transfer it as to a secondary system; and                                                                  |
| B | (a)     |                                  | respond to questions and unexpected patient responses in a rational and appropriate manner, to guide the patient to an appropriate outcome. |
| B | 3.10.2. | Voice Recognition and Processing |                                                                                                                                             |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                                                                      |
|---|-----------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.10.2.1. |  | The Supplier shall provide Supplier NLP Services that can:                                                                                                                                                                                                           |
| B | (i)       |  | automatically transfer the caller to a call-handler, if the caller's responses cannot be identified by the NLP system.                                                                                                                                               |
| B | (ii)      |  | automatically follow a predefined script to reach a predefined endpoint based on information received from a caller. Such as asking questions regarding the caller's location and steering the caller to the appropriate endpoint based on the information received. |
| B | (iii)     |  | carry out defined tasks, such as causing text messages to be sent if this is required by the process flow.                                                                                                                                                           |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                                            |                                                                                                                                                                                                 |  |
|---|-----------|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|   |           |                                            |                                                                                                                                                                                                 |  |
| B | 3.10.3.   | Interoperability with IUC Provider Systems |                                                                                                                                                                                                 |  |
| B | 3.10.3.1. |                                            | The Supplier shall ensure:                                                                                                                                                                      |  |
| B | (i)       |                                            | the Supplier NLP Services must be interoperable with the IUC Provider IT system so that data is electronically transferred without manual data entry (re-keying) or workarounds being required. |  |
| B | (ii)      |                                            | directly interface with the IUC Provider's principal system using the NHS Interoperability Toolkit, moving to the Fast Healthcare Interoperability Resources (FHIR)                             |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                           | standard<br>available.                                                                                                                                                                                        | when |
|---|-----------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| B | 3.10.4.   | Patient<br>Identification |                                                                                                                                                                                                               |      |
| B | 3.10.4.1. |                           | The Supplier shall ensure:                                                                                                                                                                                    |      |
| B | (i)       |                           | the product design mitigates against the risk of unauthorised disclosure of personal confidential information, i.e. the NLP interface will not disclose any Patient Identifiable Data to caller; and          |      |
| B | (ii)      |                           | the NLP product will be compliant with future NHS or Government standards on data and cyber security and patient identity verification keep the integration with any future mandated single or common patient |      |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |               | identity management service.                                                                                                                                                                                                                                          |
|---|-----------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.10.5.   | Functionality |                                                                                                                                                                                                                                                                       |
| B | 3.10.5.1. |               | The Supplier shall ensure the following functionality is included (but not limited to):                                                                                                                                                                               |
| B | (i)       |               | all NLP processing is carried out without adversely impacting the caller experience;                                                                                                                                                                                  |
| B | (ii)      |               | all services are provided in the English language (though there may be a future requirement for providing a Welsh language service in Wales) except where used for language identification in which case conformation is to be given in the caller's chosen language; |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                   |                                                                                                                                             |
|---|-----------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| B | (iii)     |                   | in the event of a failure of the NLP infrastructure, the Services will resort the transferring calls automatically to the call handler; and |
| B | (iv)      |                   | where NLP is used for call steering a backup DTMF IVR is required for resilience, and then fall back to an agent.                           |
| B | 3.10.6.   | Commercial        |                                                                                                                                             |
| B | 3.10.6.1. |                   | The Supplier shall:                                                                                                                         |
| B | (i)       |                   | identify how NLP will be administered (i.e. script changes etc.).                                                                           |
| B | 3.10.7.   | Exit Requirements |                                                                                                                                             |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                                                                                    |
|---|-----------|------------------------------------------------------------------------------------|
| B | 3.10.7.1. | The Supplier shall provide the Buyer (being NHS Commissioning Board) with:         |
| B | (i)       | any bespoke Natural Language Processing (NLP) Dictionaries that have been created; |
| B | (ii)      | copies of all bespoke system prompts; and                                          |
| B | (iii)     | a Data Dictionary of information created on behalf of the Buyer.                   |

**3.11. IUC Specific NLP Use Cases**

| <b>IUC Specific NLP Use Cases</b> | <b>Overview</b>                                                                             |
|-----------------------------------|---------------------------------------------------------------------------------------------|
|                                   | These Use Case describe how NLP would be used by IUC Services for the delivery of services. |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|  |                                                                                                                                                                   |  |  |  |  |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
|  | The Supplier's NLP Solution in respect of each Use Case shall meet these Services Requirements from the OSCD specified in the relevant Change Authorisation Note. |  |  |  |  |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|

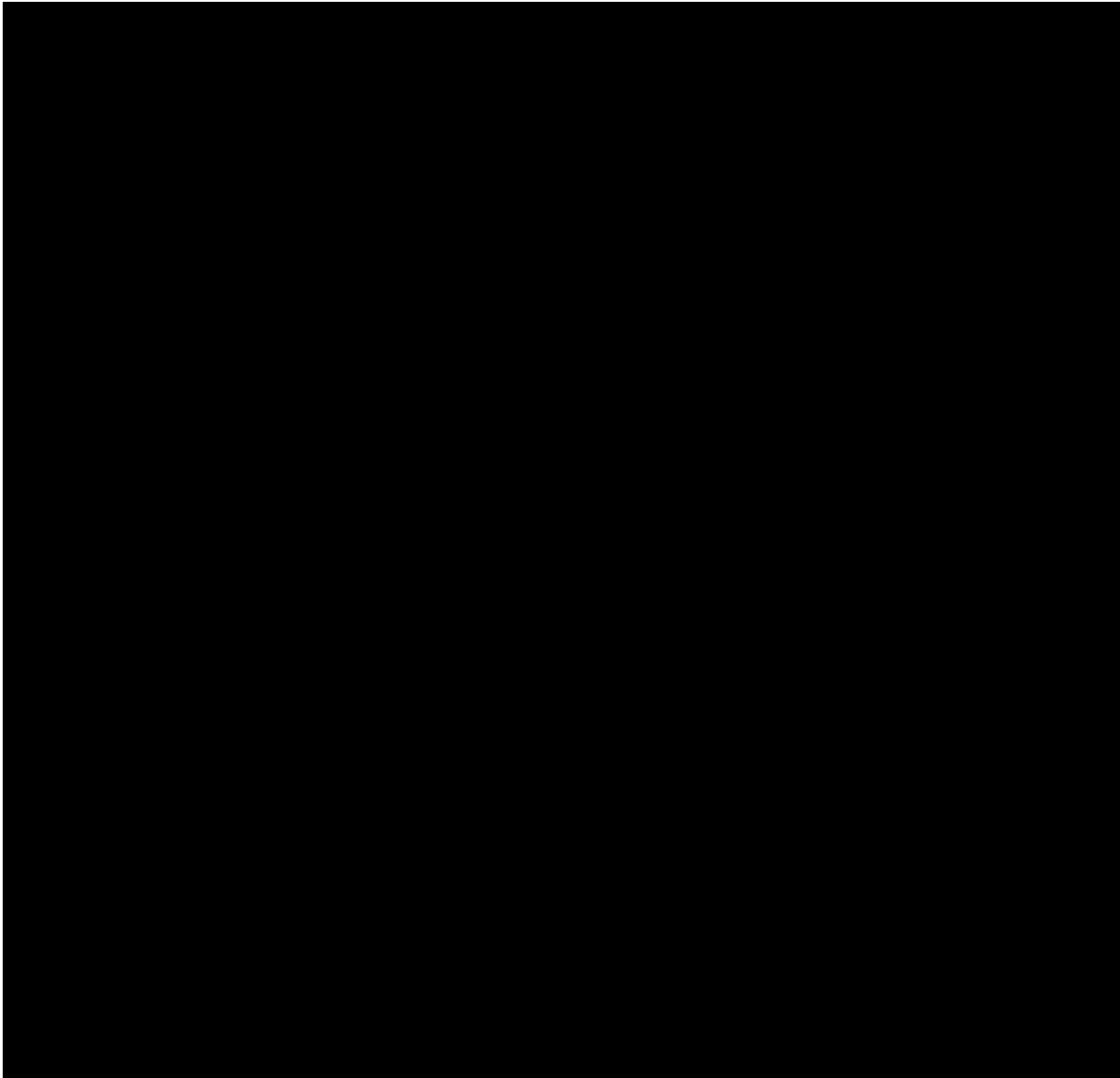
| Part | CI / Ref | Element of Service Requirements   | Service Requirements / Supplier Responsibility                                                                                                                                                                                                                                                                                                                                                     | Supplier Solution to meet the Service Requirements | Buyer Responsibilities (if any) | "Compliant" or "Non-Compliant" with the Service Requirement | RFP Response Cross-reference |
|------|----------|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------|-------------------------------------------------------------|------------------------------|
| B    | 3.11.1.  | Demographics Capture (Use Case 1) |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                    |                                 |                                                             |                              |
| B    |          |                                   | The purpose of the demographic capture is to reduce the time taken by the caller with a call-centre agent, by automating the collecting of the caller's demographics and pre-populating the agent's call flow system, to improve the caller's experience and make more efficient use of the call-centre agent's time. See Appendix 5 of this Call-Off Schedule for additional details on workflow. |                                                    |                                 |                                                             |                              |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



|   |           |                                                                                                                              |
|---|-----------|------------------------------------------------------------------------------------------------------------------------------|
| B | 3.11.1.1. | The Supplier shall ensure:                                                                                                   |
| B | (i)       | the Services are capable of automatically capturing the caller's demographics;                                               |
| B | (ii)      | the following data items will be collected when capturing demographics at the start of a call (included but not limited to): |
| B | (a)       | first name;                                                                                                                  |
| B | (b)       | surname;                                                                                                                     |
| B | (c)       | full name;                                                                                                                   |

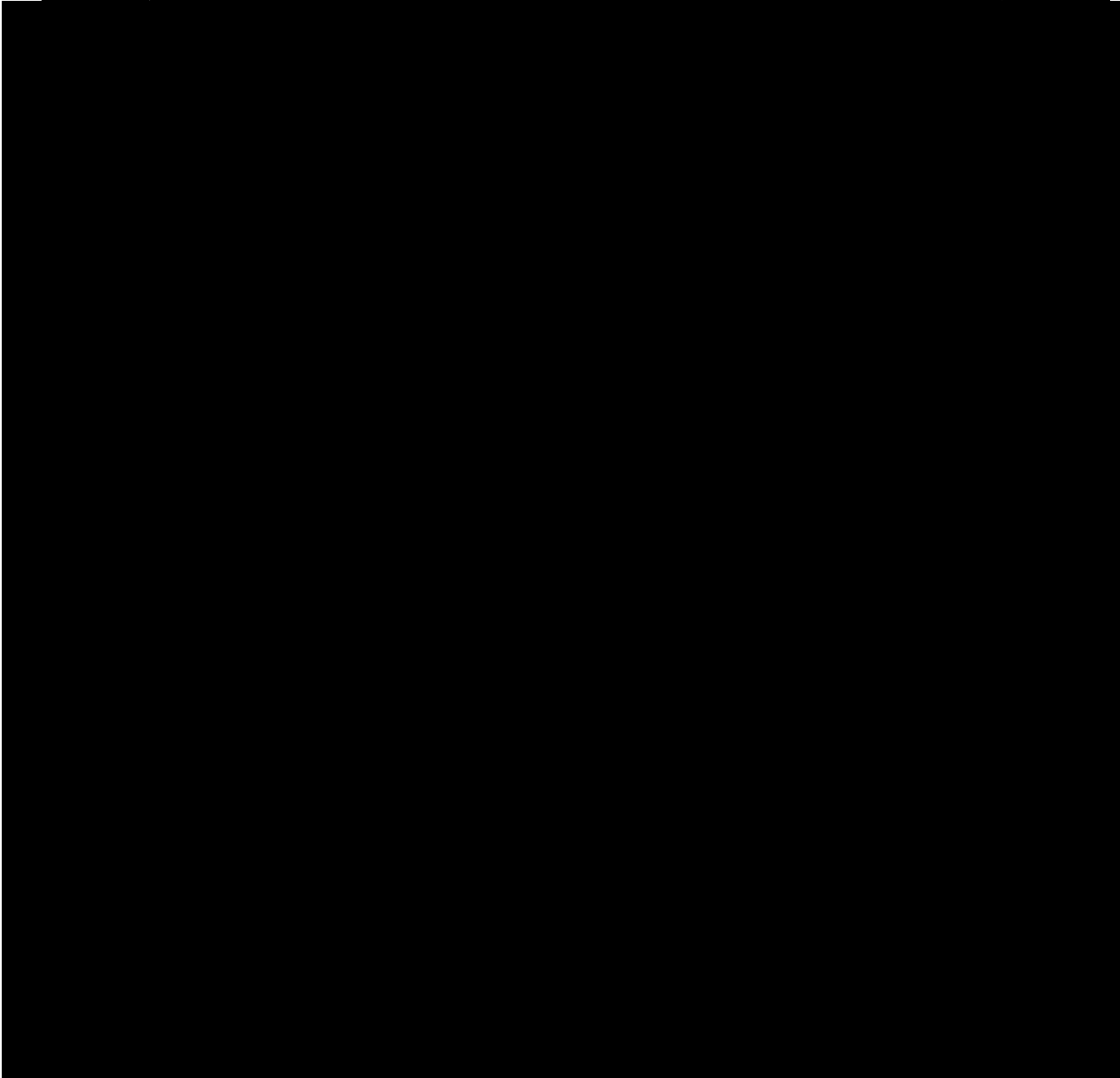


**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



|   |       |  |                                                           |  |
|---|-------|--|-----------------------------------------------------------|--|
|   |       |  |                                                           |  |
| B | (d)   |  | phone number;                                             |  |
| B | (e)   |  | date of birth;                                            |  |
| B | (f)   |  | address; and                                              |  |
| B | (g)   |  | postcode.                                                 |  |
| B | (iii) |  | A copy of the demographics script is sent via ITK. When a |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |      |  |                                                                                                                                                                                                                                              |
|---|------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |      |  | successor standard to ITK is available this must be used, in such a way as to allow pre-population of the encounter record in the IUC Provider's workflow system (continuity of triage using the mechanism developed for on-line referrals); |
| B | (iv) |  | that if the demographics cannot be captured after two (2) attempts of one (1) data item, the call must automatically be transferred to a call handler; and                                                                                   |
| B | (v)  |  | that the demographic capture system can handle calls where any caller states that they wish to remain anonymous, the system should recognise this and                                                                                        |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

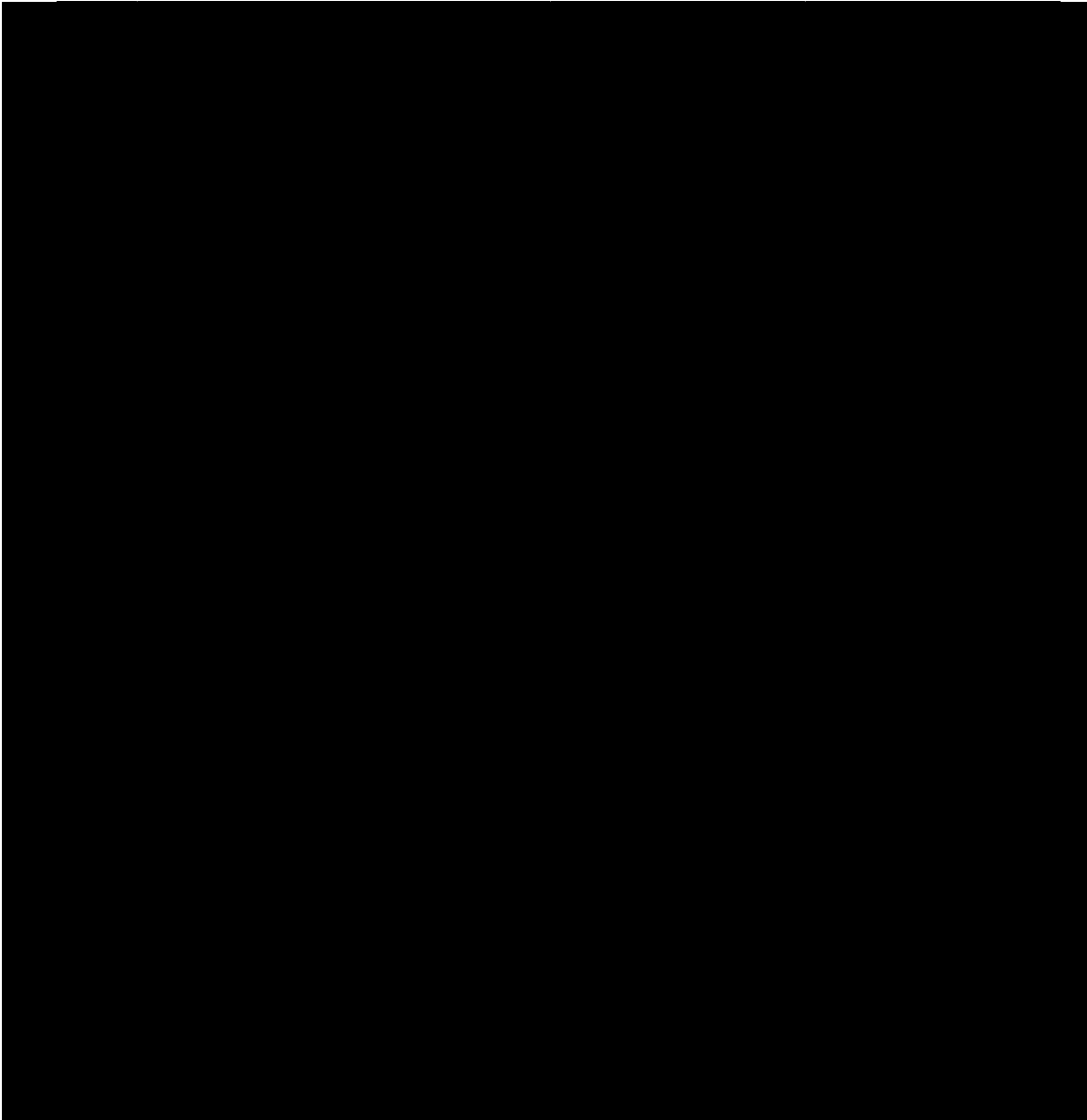
|   |           |                               | transfer the call to a call handler.                                                                                                                                                                                                                                                                                             |
|---|-----------|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.11.2.   | Call Steering<br>(Use Case 2) | The purpose of call steering is to quickly and efficiently identify the service that the caller needs to access (for example, Pharmacy, Dental, Mental Health Services, etc.), so the call can be automatically routed to the appropriate service. See Appendix 6 of this Call-Off Schedule, for additional details on workflow. |
| B | 3.11.2.1. |                               | The Supplier shall ensure:                                                                                                                                                                                                                                                                                                       |
| B | (i)       |                               | the Services are capable of automatically directing the caller to an appropriate endpoint, identified from the caller's response to questions from the Supplier NLP Services (for example, "Please                                                                                                                               |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



|   |       |  | state why you are calling today?");                                                                                                                                                                                                                   |
|---|-------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | (ii)  |  | the Services identify a wide range of responses for each possible outcome (for example the response to a pharmacy call could be, "I've run out of my meds, I need some more pills, my prescription has run out, I need a repeat prescription, etc."); |
| B | (iii) |  | once the required service has been identified the call is routed to the appropriate pre-defined endpoint; and                                                                                                                                         |
| B | (iv)  |  | that if the service cannot be identified after two (2) attempts, the call must automatically be transferred to a call handler.                                                                                                                        |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                               |                                                                                                                                                                                                                                                                                                                                                                    |
|---|-----------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.11.3.   | Voice Biometrics (Use Case 3) | The purpose of Voice Biometrics is to enable the automatic identification of the caller, so that the callers can be identified and used to pre-populating the agents call flow system, to improve the callers experience and make more efficient use of the call-centre agents time. See Appendix 7 of this Call-Off Schedule, for additional details on workflow. |
| B | 3.11.3.1. |                               | The Supplier shall:                                                                                                                                                                                                                                                                                                                                                |
| B | (i)       |                               | provide Supplier NLP Services that can recognise and authenticate patients based on voice biometrics to a high level of accuracy i.e. no false positives. The Supplier must show how this would be achieved (i.e. through secondary                                                                                                                                |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                                                                                                                                                                                  |
|---|-------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |       |  | authentication or through some other process), without having a significant detrimental impact on AHT (Average Handling Time) or user experience;                                |
| B | (ii)  |  | provide Supplier NLP Services for registering patients voices outside of a 111 call, with the necessary multi-factor authentication;                                             |
| B | (iii) |  | ensure that Supplier NLP Services can consume voice biometric authentication information from other recognised and authenticated sources, such as the Government "My ID" scheme; |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |         |                                      |                                                                                                                                                                        |
|---|---------|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | (iv)    |                                      | having authenticated the calling patient via voice biometrics, pre-populate the IUC Provider's system with known demographic data using ITK or successor standard; and |
| B | (v)     |                                      | provide a process for the creation of a biometric record outside of the normal call-flow.                                                                              |
| B | 3.11.4. | Language Identification (Use Case 4) | The purpose of the Language Identification is to identify the language being spoken by the                                                                             |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                             |
|---|-----------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  | caller if the caller is unable to speak English to allow a suitable interpreting resource to be conferenced in. See Appendix 8 of this Call-Off Schedule, for additional details on workflow.               |
| B | 3.11.4.1. |  | The Supplier shall ensure:                                                                                                                                                                                  |
| B | (i)       |  | the Services identify caller's language where English is not being spoken and route the call to the appropriate IUC Provider with a pre-recorded prompt in English stating the caller's interpreting needs; |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

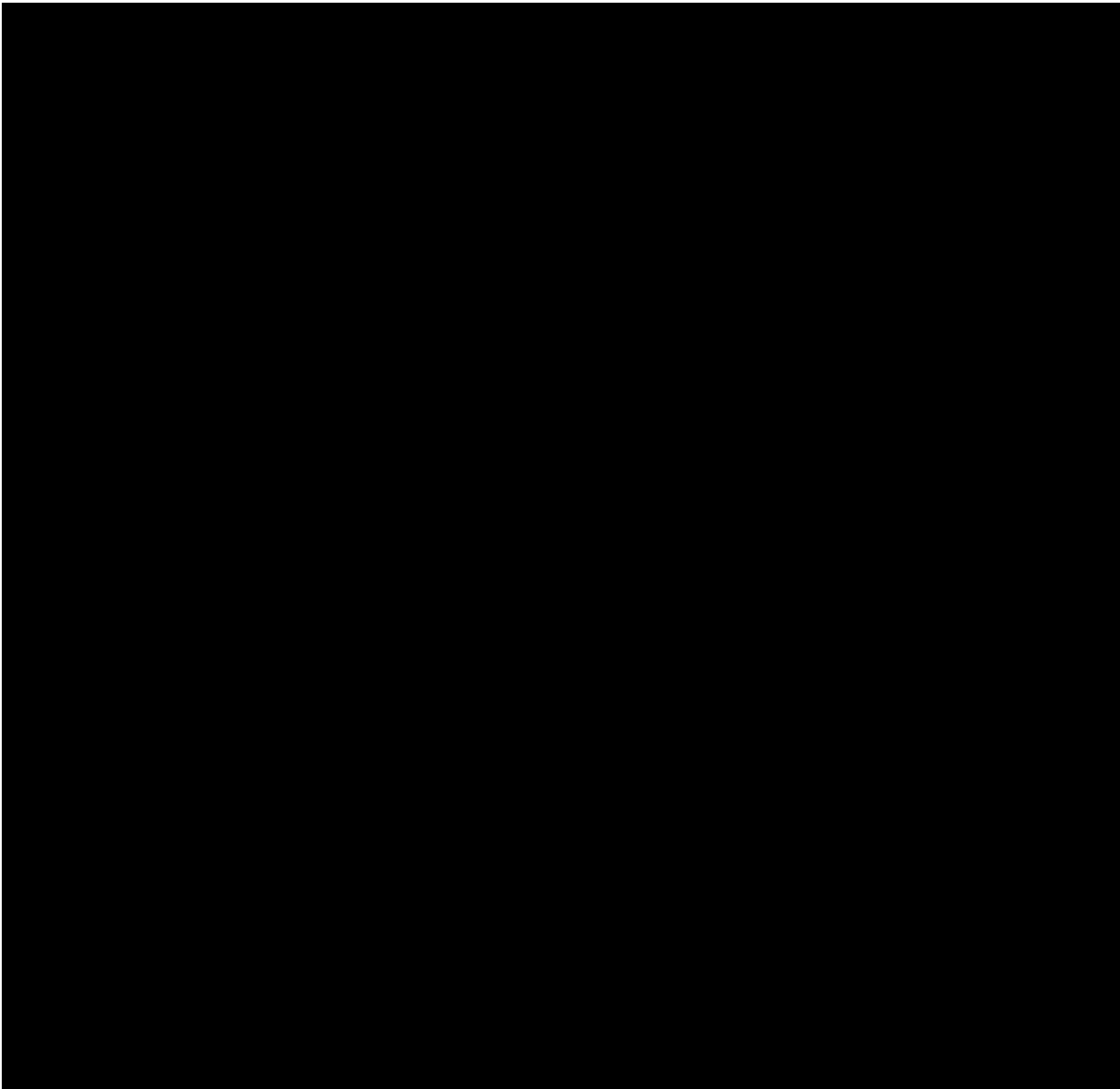
|   |         |                                 |                                                                                                                                                                                                                                                                                                                                                                             |
|---|---------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | (ii)    |                                 | the languages in Appendix 10 of this Call-Off Schedule can be identified at the start of the call; and                                                                                                                                                                                                                                                                      |
| B | (iii)   |                                 | the Services provide confirmation to the caller in their own language advising them an interpreter is being arranged and to hold the line.                                                                                                                                                                                                                                  |
| B | 3.11.5. | Sentiment Analysis (Use Case 5) | The purpose of Sentiment Analysis is to identify through the tone and stresses within the caller's voice, a measurement of urgency or need and prioritise the call accordingly. An example of this would be to avoid routing callers with extreme stress or anxiety to newly appointed staff. See Appendix 9 of this Call-Off Schedule, for additional details on workflow. |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



|   |           |                                         |                                                                                                                                                                                                                                       |
|---|-----------|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.11.5.1. |                                         | The Supplier shall ensure the Services can identify caller's emotional state through sentiment analysis and, where a high level of urgency is identified, prioritise the call accordingly or send the call to a pre-defined endpoint. |
| B | 3.11.6.   | Symptom Checker Automation (Use Case 6) | The purpose of symptom checker automation is to quickly and efficiently identify the caller's symptoms, streaming them accordingly to the most appropriate endpoint.                                                                  |
| B | 3.11.6.1. |                                         | The Supplier shall provide an NLP service that includes automation of published clinical content, identifies the                                                                                                                      |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|  |  |                                                                  |
|--|--|------------------------------------------------------------------|
|  |  | caller's symptoms and transfers them to an appropriate endpoint. |
|--|--|------------------------------------------------------------------|

**3.12. NPFS Specific Service Requirements**

| <b>NPFS Specific Service Requirements</b> | <b>Overview</b><br>These are the Service Requirements unique to the Supplier NPFS Services. |
|-------------------------------------------|---------------------------------------------------------------------------------------------|
|-------------------------------------------|---------------------------------------------------------------------------------------------|

| <b>Part</b> | <b>CI / Ref</b> | <b>Element of Service Requirements</b> | <b>Service Requirements / Supplier Responsibility</b>                                                                       | <b>Supplier Solution to meet the Service Requirements</b> | <b>Buyer Responsibilities (if any)</b> | <b>"Compliant" or "Non-Compliant" with the Service Requirement</b> | <b>RFP Response Cross-reference</b> |
|-------------|-----------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|----------------------------------------|--------------------------------------------------------------------|-------------------------------------|
| B           | 3.12.1.         | General                                |                                                                                                                             |                                                           |                                        |                                                                    |                                     |
| B           | 3.12.1.1.       |                                        | The Supplier shall host the NPFS NGN.                                                                                       |                                                           |                                        |                                                                    |                                     |
| B           | 3.12.1.2.       |                                        | The Supplier shall identify where to supplement Carrier interconnect capacity, and where needed SIP trunks will be supplied |                                                           |                                        |                                                                    |                                     |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  | and cost any such SIP trunks into their bid.                                                                                                                                                                                                                                                                                 |
|---|-----------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.12.1.3. |  | The Supplier acknowledges and agrees that the decision to mobilise the Supplier NPFS Services in each UKC in the event of a Health Emergency is made independently within each respective UKC. For the avoidance of doubt, this may mean that the Supplier NPFS Services are mobilised in England but not in the other UKCs. |
| B | 3.12.1.4. |  | The Supplier shall provide the capability to deliver Supplier NPFS Service callers from the 111 Number into NPFS Contact Centres.                                                                                                                                                                                            |
| B | 3.12.1.5. |  | The Supplier shall provide additional telephone numbers to access the NPFS Contact Centres (NGN                                                                                                                                                                                                                              |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  | or resilient geographic numbers).                                                                                                                                                                                                                              |
|---|-----------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.12.1.6. |  | The Supplier shall provide a solution capable of delivering Supplier NPFS Service calls originating from the 111 Number into NPFS Contact Centres, either on or off the IUC Provider's network, without risk of blocking and network congestion for 111 Calls. |
| B | 3.12.1.7. |  | The Supplier shall maintain service availability in the event of a Health Emergency and shall continue to meet the Service Levels as specified in Call-Off Schedule 14 (Service Levels).                                                                       |
| B | 3.12.1.8. |  | The Supplier shall provide Welsh language options (i.e. Welsh language IVRs, either as dual language option, or as a choice to have a Welsh language                                                                                                           |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |            |  |                                                                                                                                                                  |
|---|------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |            |  | workflow). However, the onus will be on the Welsh Cluster Member to provide skills and expertise of Welsh language and recording of scripts.                     |
| B | 3.12.1.9.  |  | The Supplier shall provide the capability to the NPFS Service Centre to manage call distribution across the NPFS Contact Centres at fifteen (15) minutes notice. |
| B | 3.12.1.10. |  | The Supplier shall provide the capability to queue calls at network level.                                                                                       |
| B | 3.12.1.11. |  | The Supplier shall when a caller has queued for more than three (3) minutes, if expected answering                                                               |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |          |                                                                                                                                                                                                                |
|---|-----------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |          | times are longer, re-direct callers to the on-line channel or advise them to call back using timed announcements.                                                                                              |
| B | 3.12.2.   | Dormancy |                                                                                                                                                                                                                |
| B | 3.12.2.1. |          | The Supplier shall maintain the Supplier NPFS Services in a non-operational state of readiness.                                                                                                                |
| B | 3.12.2.2. |          | The Supplier shall at a time agreed with the Buyer (being NHS Commissioning Board) annually carry out testing to ensure that the Supplier NPFS Services can be mobilised (the <b>"Supplier Test Window"</b> ). |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                                                                                                                                                                              |  |  |
|---|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|   |           |                                                                                                                                                                              |  |  |
| B | 3.12.2.3. | The Supplier shall during the agreed Supplier Test Window, carry out any software or hardware upgrades required in order to provide and maintain the Supplier NPFS Services. |  |  |
| B | 3.12.2.4. | The Supplier shall ensure that the Supplier Test Window does not exceed fourteen (14) days.                                                                                  |  |  |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                                                                                                                                                                                                                           |  |
|---|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|   |           |                                                                                                                                                                                                                           |  |
| B | 3.12.2.5. | The Supplier shall at a time agreed with the Buyer (being NHS Commissioning Board), assist the Buyer (being NHS Commissioning Board) in carrying out desktop testing once a year to (the <b>"Buyer Test Window"</b> ):    |  |
| B | (i)       | demonstrate that the Supplier can mobilise the Supplier NPFS Services to NPFS Operation within twenty-one (21) days, which shall be made up of fourteen (14) days pre-activity Mobilisation to Standby and seven (7) days |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  | Mobilisation thereafter to NPFS Operation;                                                                                                                       |
|---|-------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | (ii)  |  | ensure that the Supplier NPFS Services meets the NPFS Service Requirements as set out in this Call-Off Schedule;                                                 |
| B | (iii) |  | test training materials with live access to the NPFS system;                                                                                                     |
| B | (iv)  |  | allow the Buyer (being NHS Commissioning Board) to inspect all hardware required for full Mobilisation of Supplier NPFS Services to NPFS Operation, at any point |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                      |
|---|-----------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  | during the Call-Off Contract Period, within twenty-one (21) days; and                                                                                                                                |
| B | (v)       |  | by exception and no more than once every three (3) years, assist the Buyer (being NHS Commissioning Board) in carrying out testing based on the routing of real calls.                               |
| B | 3.12.2.6. |  | The Supplier shall, following any test period during which the Supplier NPFS Services have been mobilised, ensure that the Supplier NPFS Services re-enter the Dormancy state.                       |
| B | 3.12.2.7. |  | The Supplier shall at any point in Dormancy, including during test windows, mobilise to NPFS Operation within twenty-one (21) days, which shall be made up of (14) days pre-activity Mobilisation to |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |              |                                                                                                                                                                                                                                                                                                       |
|---|-----------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |              | Standby and seven (7) days Mobilisation thereafter to NPFS Operation in the event of a Health Emergency.                                                                                                                                                                                              |
| B | 3.12.3.   | Mobilisation |                                                                                                                                                                                                                                                                                                       |
| B | 3.12.3.1. |              | The Supplier shall on formal instruction from the Buyer (being NHS Commissioning Board), undertake pre-activity Mobilisation to Standby in fourteen (14) days such that the Supplier NPFS Services can be fully mobilised to NPFS Operation in seven (7) days following its pre-activity setup plans. |
| B | 3.12.3.2. |              | The Supplier shall unless instructed otherwise by the Buyer (being NHS Commissioning Board), maintain Standby such that the service can be fully mobilised in seven (7) days following its pre-                                                                                                       |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  | activity Mobilisation maintenance plans.                                                                                                                                                                                                    |
|---|-----------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.12.3.3. |  | The Supplier shall on formal instruction from the Buyer (being NHS Commissioning Board), and receipt of an Activity Forecast, mobilise the Supplier NPFS Services to NPFS Operation within seven (7) days following its Mobilisation plans. |
| B | 3.12.3.4. |  | The Supplier shall as part of an agreed test window, mobilise the Supplier NPFS Services to NPFS Operation.                                                                                                                                 |
| B | 3.12.3.5. |  | The Supplier shall ensure that the Mobilisation to NPFS Operation will include key personnel, processes and technology required to deliver the Supplier NPFS Services, the scale of Mobilisation being commensurate                         |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                      |                                                                                                                                                                                        |
|---|-----------|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |                      | with the test or real Health Emergency.                                                                                                                                                |
| B | 3.12.3.6. |                      | The Supplier shall make current training materials available to Supplier Staff and Buyer personnel.                                                                                    |
| B | 3.12.3.7. |                      | The Supplier shall provide interactive training sessions for key Supplier Staff and Buyer personnel.                                                                                   |
| B | 3.12.4.   | Operational Response |                                                                                                                                                                                        |
| B | 3.12.4.1. |                      | The Supplier shall on completion of the Mobilisation period to NPFS Operation have fully operational Supplier NPFS Services able to handle the demand stated in the Activity Forecast. |
| B | 3.12.4.2. |                      | The Supplier shall within seven (7) days of receipt from the Buyer (being NHS                                                                                                          |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                |
|---|-----------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  | Commissioning Board), ensure that the Supplier NPFS Services are capable of handling the demand stated within a revised Activity Forecast.                                     |
| B | 3.12.4.3. |  | The Supplier shall provide approximately 2% and no more than 5% of the contracted Supplier NPFS Services capacity during the Buyer Test Window where call routing is required. |
| B | 3.12.4.4. |  | The Supplier shall manage the end-to-end process of call delivery to ensure that it supports the response to a Health Emergency.                                               |
| B | 3.12.4.5. |  | The Supplier shall provide operational data relating to usage and availability of the Supplier NPFS                                                                            |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                     | Services on a daily basis.                                                                                                                                                                  |
|---|-----------|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.12.5.   | Response Stand-down |                                                                                                                                                                                             |
| B | 3.12.5.1. |                     | The Supplier shall provide operational data relating to usage and availability of the Supplier NPFS Services on a daily basis.                                                              |
| B | 3.12.5.2. |                     | The Supplier shall on completion of the Supplier Test Window and Buyer Test Window Stand Down the Supplier NPFS Services and return it to Dormancy.                                         |
| B | 3.12.6.   | Testing NPFS        |                                                                                                                                                                                             |
| B | 3.12.6.1. |                     | The Supplier shall ensure that the Testing of the Supplier NPFS Services shall have no material impact on the operation of the IUC Services. For the avoidance of doubt, the Supplier shall |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---|-----------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  | remain obliged to mobilise the Supplier NPFS Services to NPFS Operation within a minimum of twenty-one (21) calendar days if notified by the Buyer (being NHS Commissioning Board) accordingly and as required by the Service Requirements without impacting the IUC Services and the Service Levels relating to the IUC Services. Whilst the Buyer (being NHS Commissioning Board) shall direct the on-going testing of the Supplier NPFS Services, the Supplier shall provide all such assistance (including verbal and written input and all resources relating thereto) requested by the Buyer (being NHS Commissioning Board). |
| B | 3.12.6.2. |  | The Supplier's costs of complying with its Supplier NPFS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  | Services testing obligations as set out in this Call-Off Schedule shall be included in the Charges.                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---|-----------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.12.6.3. |  | In Testing Year One (being within twelve (12) Months of OSCD for the Supplier NPFS Services), the Supplier shall assure the Supplier NPFS Services into Dormancy and in Testing Year Three (being the period which is twenty (24) Months to thirty six (36) Months after OSCD for the Supplier NPFS Services), a desktop test shall be undertaken to assure the Buyer (being NHS Commissioning Board) that the Supplier NPFS Services can be mobilised and into NPFS Operation in accordance with this Call-Off Schedule. |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                                                                                                                                                                                                               |
|---|-----------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  | After the Supplier NPFS Services have been assured into Dormancy as described above and as part of the desktop testing in Testing Year Three as described above, the Supplier shall demonstrate that the Supplier NPFS Services can be mobilised and into NPFS Operation within the stated timescales in response to a number of scenarios and injects provided by the Buyer (being NHS Commissioning Board). |
| B | 3.12.6.4. |  | In Testing Year Two (being the period which is twelve (12) Months to twenty four (24) Months after OSCD for the Supplier NPFS Services), the Supplier shall provide live operation of the Supplier NPFS Services by mobilising to NPFS Operation within twenty-one (21)                                                                                                                                       |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---|-----------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  | calendar days (or less) (the " <b>Mobilisation Period</b> ") and the Supplier shall route calls to call agents in the NPFS Contact Centres. No more than five percent (5%) of the capacity of the Supplier NPFS Services will be required for such testing. The testing window under this Paragraph 3.12.6 shall be two (2) consecutive weeks not inclusive of the Mobilisation Period achieved by the Supplier. |
| B | 3.12.6.5. |  | In any Call-Off Extension Optional Period (being Testing Years Four (being the period which is thirty six (36) Months to forty-eight (48) Months after OSCD for the Supplier NPFS Services and onwards) the Supplier shall provide the same level of testing as in Testing Year One and Testing                                                                                                                  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                       |                                                                                                                                                                                                                                                                                                                          |
|---|-----------|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |                       | Year Three unless the Buyer (being NHS Commissioning Board) requests, on a minimum of three (3) Months' notice in writing, a live test of the Supplier NPFS Services in which event the Supplier shall be entitled to recover its Costs in relation to such live testing on the basis set out in the Call-Off Catalogue. |
| B | 3.12.6.6. |                       | The Buyer (being NHS Commissioning Board) requires the right to see any tangible assets that exist for use by the Supplier NPFS Services.                                                                                                                                                                                |
| B | 3.12.7.   | British Sign Language | The NPFS BSL Interpreter Service is an optional item in the Call-Off Catalogue and will only be required if shown on the Order Form or implemented via a Change Authorisation Note. To                                                                                                                                   |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                                                                                                             |
|---|-----------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  | the extent that the NPFS BSL Interpreter Service is brought on via a Change Authorisation Note, this Paragraph 3.12.7 shall apply.                                                                                                                                                                          |
| B | 3.12.7.1. |  | The Supplier shall:                                                                                                                                                                                                                                                                                         |
| B | (i)       |  | deliver a British Sign Language (BSL) translation service to provide a means of giving access to the NPFS to members of the deaf community who use BSL as their first language;                                                                                                                             |
| B | (ii)      |  | deliver a British Sign Language (BSL) translation service, which is based on video relay technology and connects patients to interpreters over the public internet using a web-based client. The interpreter then makes a conventional voice call into NPFS and acts as an intermediary between the patient |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

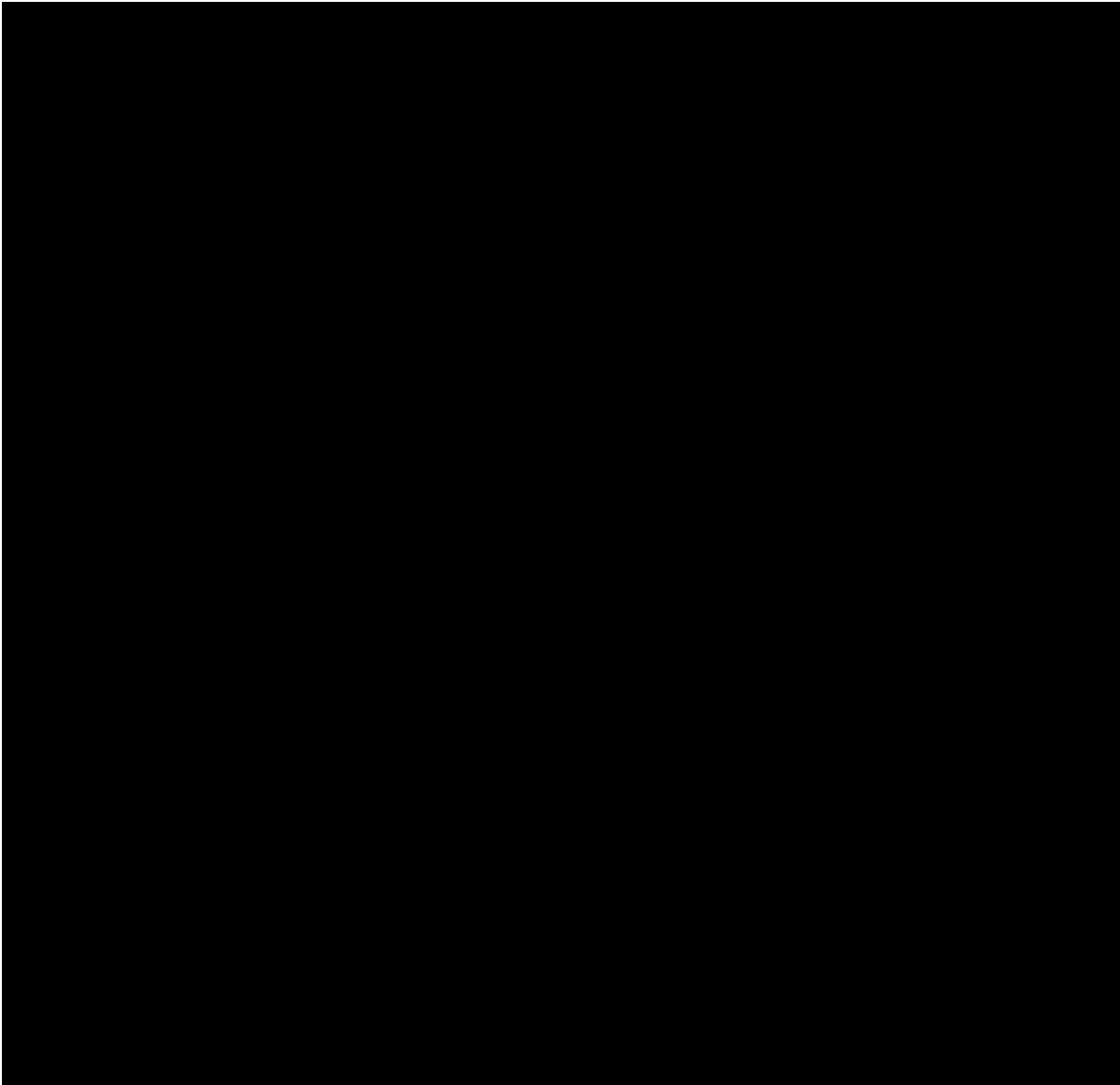
|   |       |  |                                                                                                                          |
|---|-------|--|--------------------------------------------------------------------------------------------------------------------------|
|   |       |  | and the NPFS call handler;                                                                                               |
| B | (iii) |  | deliver a Mobile App to allow easy access to the British Sign Language (BSL) translation service for accessing the NPFS; |
| B | (iv)  |  | ensure the British Sign Language (BSL) translation service meets the following requirements:                             |
| B | (a)   |  | web client syndicated via NHS Choices;                                                                                   |
| B | (b)   |  | fully managed inbound and outbound interpreting services using fully trained and qualified interpreters;                 |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



|   |     |  |                                                        |  |
|---|-----|--|--------------------------------------------------------|--|
|   |     |  |                                                        |  |
| B | (c) |  | secure interpreter workstation;                        |  |
| B | (d) |  | implementation and testing;                            |  |
| B | (e) |  | full ITIL based support during hours of operation; and |  |
| B | (f) |  | management reporting;                                  |  |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |     |  |                                                                                   |
|---|-----|--|-----------------------------------------------------------------------------------|
| B | (v) |  | meet the following BSL specific obligations:                                      |
| B | (a) |  | all interpreters shall be DBS/CRB checked and trained to an appropriate standard; |
| B | (b) |  | all interpreters shall be working in a quiet confidential environment;            |
| B | (c) |  | the Supplier shall carry out workplace assessments;                               |
| B | (d) |  | the Supplier shall performance manage                                             |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |       |  |                                                                                                                                                  |
|---|-------|--|--------------------------------------------------------------------------------------------------------------------------------------------------|
|   |       |  | Interpreters; and assist in the investigation of any serious adverse incidents or complaints;                                                    |
| B | (e)   |  | render a redirection message on the web client if the Service becomes Unavailable or when all agents are busy; and                               |
| B | (f)   |  | all care advice and address information will be sent in textual form.                                                                            |
| B | (vi)  |  | The BSL Interpreter Service shall be placed into Dormancy for the NPFS and brought into service, in line with Paragraphs 3.12.2 and 3.12.3 above |
| B | (vii) |  | The BSL Interpreter Service shall be Available twenty-four (24) hours a day, seven (7) days a week                                               |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|  |  |                                                                                          |
|--|--|------------------------------------------------------------------------------------------|
|  |  | and three hundred and sixty five (365) days of the year, in line with the Supplier NPFS. |
|--|--|------------------------------------------------------------------------------------------|

**3.13. NPFS Specific NLP (Natural Language Processing) Requirements**

| <b>NPFS Specific NLP (Natural Language Processing) Requirements</b> | <b>Overview</b>                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                     | <p>The NPFS Service Requirements are represented by a single use case (Anti-viral Assessment), which is set out in Paragraph 3.14 in conjunction with the common requirements in Paragraphs 3.13.1. to 3.13.7.</p> <p>Supplier NPFS NLP Services functionality is an <b>optional item</b> and will only be implemented via a Change Authorisation Note.</p> |

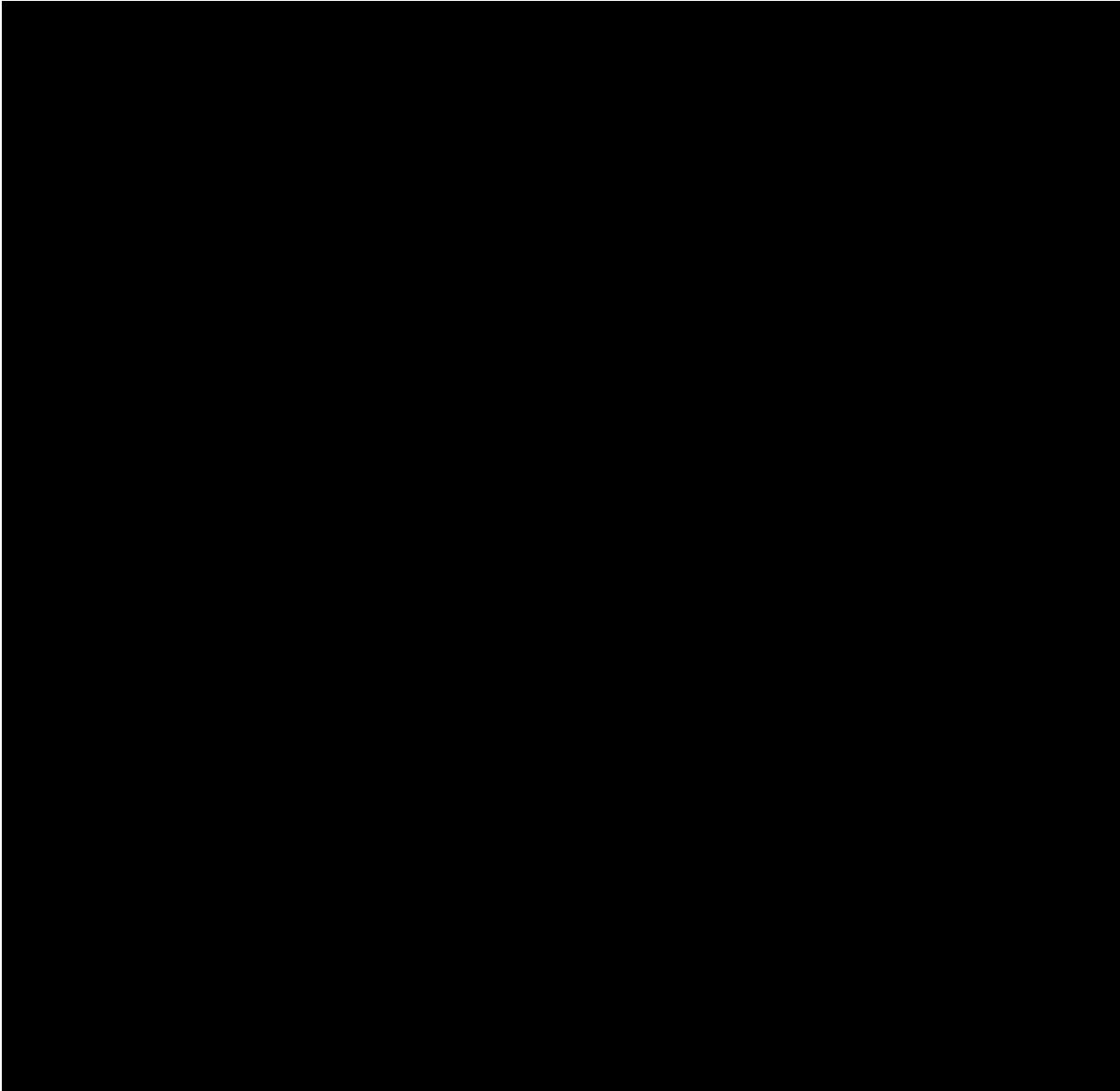
| <b>Part</b> | <b>CI / Ref</b> | <b>Element of Service Requirements</b> | <b>Service Requirements / Supplier Responsibility</b>                                   | <b>Supplier Solution to meet the Service Requirements</b> | <b>Buyer Responsibilities (if any)</b> | <b>“Compliant” or “Non-Compliant” with the Service Requirement</b> | <b>RFP Response Cross-reference</b> |
|-------------|-----------------|----------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------|----------------------------------------|--------------------------------------------------------------------|-------------------------------------|
| B           | 3.13.1.         | General Requirements                   |                                                                                         |                                                           |                                        |                                                                    |                                     |
| B           | 3.13.1.1.       |                                        | The Supplier shall provide Supplier NPFS Services that have the following capabilities: |                                                           |                                        |                                                                    |                                     |
| B           | (i)             |                                        | to issue multiple scripted voice prompts (ask questions) in a clear and easy to         |                                                           |                                        |                                                                    |                                     |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020



|   |       |  |                                                                                                                                                                                          |
|---|-------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |       |  | understand manner to a high degree of accuracy and respond to the answers to these prompts with an appropriate and clear manner emulating human conversation;                            |
| B | (ii)  |  | to understand all common accents of regional and ethnic origin;                                                                                                                          |
| B | (iii) |  | to understand what you would reasonably expect an English-speaking agent in an English Contact Centre to understand, at a level that would not require the use of a translation service; |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                                  |                                                                                                                                             |
|---|-----------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| B | (iv)      |                                  | collate information received and transfer it as to a secondary system; and                                                                  |
| B | (v)       |                                  | respond to questions and unexpected patient responses in a rational and appropriate manner, to guide the patient to an appropriate outcome. |
| B | 3.13.2.   | Voice Recognition and Processing |                                                                                                                                             |
| B | 3.13.2.1. |                                  | The Supplier shall provide Supplier NPFS Services that can:                                                                                 |
| B | (i)       |                                  | automatically transfer the caller to a call-handler, if the caller's responses cannot be                                                    |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                                             | identified by the<br>Supplier NLP Services;                                                                                                                                                                                                                               |
|---|-----------|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | (ii)      |                                             | automatically follow a pre-defined script to reach a pre-defined endpoint based on information received from a caller such as asking questions regarding the caller's location and steering the caller to the appropriate endpoint based on the information received; and |
| B | (iii)     |                                             | carry out defined tasks, such as causing text messages to be sent if this is required by the process flow.                                                                                                                                                                |
| B | 3.13.3.   | Interoperability with NPFS Provider systems |                                                                                                                                                                                                                                                                           |
| B | 3.13.3.1. |                                             | The Supplier shall ensure:                                                                                                                                                                                                                                                |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                        |                                                                                                                                                                                                                                                |
|---|-----------|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | (i)       |                        | the Supplier NPFS NLP Services are interoperable with the NPFS Provider's IT system so that data is electronically transferred without manual data entry (re-keying) or workarounds being required; and                                        |
| B | (ii)      |                        | The Supplier NPFS NLP Services can directly interface with the NPFS Provider's principal system using the NHS Interoperability Toolkit and moving to the Fast Healthcare Interoperability Resources (FHIR) standard when it becomes available. |
| B | 3.13.4.   | Patient Identification |                                                                                                                                                                                                                                                |
| B | 3.13.4.1. |                        | The Supplier shall ensure:                                                                                                                                                                                                                     |
| B | (i)       |                        | The Supplier NPFS NLP Service design                                                                                                                                                                                                           |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |               |                                                                                                                                                                                                                                                                    |
|---|-----------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |               | mitigates against the risk of unauthorised disclosure of Personal Data, i.e. the Supplier NPFS NLP Service interface will not disclose any Patient Identifiable Data to caller; and                                                                                |
| B | (ii)      |               | The Supplier NPFS NLP Service will be compliant with future NHS or Government standards on data and cyber security and patient identity verification keep including the integration with any future mandated single or common patient identity management service. |
| B | 3.13.5.   | Functionality |                                                                                                                                                                                                                                                                    |
| B | 3.13.5.1. |               | The Supplier shall ensure the Supplier NPFS NLP Service has the following                                                                                                                                                                                          |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |            | functionality including (but not limited to):                                                                                                             |
|---|-----------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | (i)       |            | all Supplier NPFS NLP Service processing is carried out without adversely impacting the caller experience;                                                |
| B | (ii)      |            | all Supplier NPFS NLP Services are provided in the English language; and                                                                                  |
| B | (iii)     |            | in the event of a failure of the NLP infrastructure, the Supplier NPFS NLP Services will resort the transferring calls automatically to the call handler. |
| B | 3.13.6.   | Commercial |                                                                                                                                                           |
| B | 3.13.6.1. |            | The Supplier shall:                                                                                                                                       |
| B | (i)       |            | identify how it proposes the NLP will be administered (i.e. script changes etc).                                                                          |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |                   |                                                                                     |  |
|---|-----------|-------------------|-------------------------------------------------------------------------------------|--|
|   |           |                   |                                                                                     |  |
| B | 3.13.7.   | Exit Requirements |                                                                                     |  |
| B | 3.13.7.1. |                   | On Exit, the Supplier shall provide the Buyer (being NHS Commissioning Board) with: |  |
| B | (i)       |                   | any bespoke Natural Language Processing (NLP) Dictionaries that have been created;  |  |
| B | (ii)      |                   | copies of all bespoke system prompts; and                                           |  |
| B | (iii)     |                   | a Data Dictionary of information created on behalf of the Buyer.                    |  |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**3.14. NPFS Specific NLP Use Case**

| <b>NPFS Specific NLP Use Case</b> | <b>Overview</b>                                                                    |
|-----------------------------------|------------------------------------------------------------------------------------|
|                                   | These Use Case describe how NLP would be used by NPFS for the delivery of services |

| Part | CI / Ref | Element of Service Requirements   | Service Requirements / Supplier Responsibility                                                                                                                                                                                                                                                                                                                                                                  | Supplier Solution to meet the Service Requirements | Buyer Responsibilities (if any) | “Compliant” or “Non-Compliant” with the Service Requirement | RFP Response Cross-reference |
|------|----------|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------|-------------------------------------------------------------|------------------------------|
| B    | 3.14.1.  | Antiviral Assessment (Use case 1) | The purpose of the Antiviral Assessment use case is to automate the process for identifying the caller’s eligibility to receive antivirals during a Health Emergency and providing the unique authorisation number and location of collection point, by acting as an interface between the caller and the online assessment tool. See Appendix 11 of this Call-Off Schedule, for additional detail on workflow. |                                                    |                                 |                                                             |                              |
|      |          |                                   |                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                    |                                 |                                                             |                              |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| B | 3.14.1.1. | The Supplier shall:                                                                                                                                                                                                                 |
|---|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | (i)       | provide a Supplier NPFS NLP Service that acts as an interface between the caller and the online process for assessing eligibility and providing authorisation for receiving antivirals through automated caller voice Interactions; |
| B | (ii)      | ensure that the Supplier NPFS NLP Service follows the Supplier NPFS Services online workflow (as detailed in Appendix 4 of this Call-Off Schedule), set to check the caller's eligibility to receive antivirals;                    |
| B | (iii)     | ensure that the Supplier NPFS NLP Service follows Open Standards for interoperability to allow it to link with the anti-                                                                                                            |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |      |  |                                                                                                                                                                                                                                              |
|---|------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |      |  | viral distribution system to enable the provision of the information necessary for authorised callers to collect antivirals (unique reference and local collect point), based on location information collected during the assessment phase; |
| B | (iv) |  | ensure that on completion of a successful assessment the Supplier NPFS NLP Service:                                                                                                                                                          |
| B | (a)  |  | warns the caller that they are about to be given the authorisation reference number and will need the means to record this information (i.e. pen and paper);                                                                                 |
| B | (b)  |  | provides verbally to the caller a unique reference number for a unique antiviral collection and the location of the antiviral collection point;                                                                                              |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |      |  |                                                                                                                                                                                                                |
|---|------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | (c)  |  | prompts the caller if they would like to hear the number again; and                                                                                                                                            |
| B | (d)  |  | provides via SMS the unique reference number and location of the collection point if a mobile CLI is detected;                                                                                                 |
| B | (v)  |  | ensure that when the Supplier NPFS NLP Service assessment cannot be completed that the caller is given the details of the online service (URL) prior to the caller being transferred to a NPFS Contact Centre; |
| B | (vi) |  | ensure that the Supplier NPFS NLP Service makes clear the exact nature of the service provided by the Buyer so those contacting do not expect tailored medical advice; and                                     |

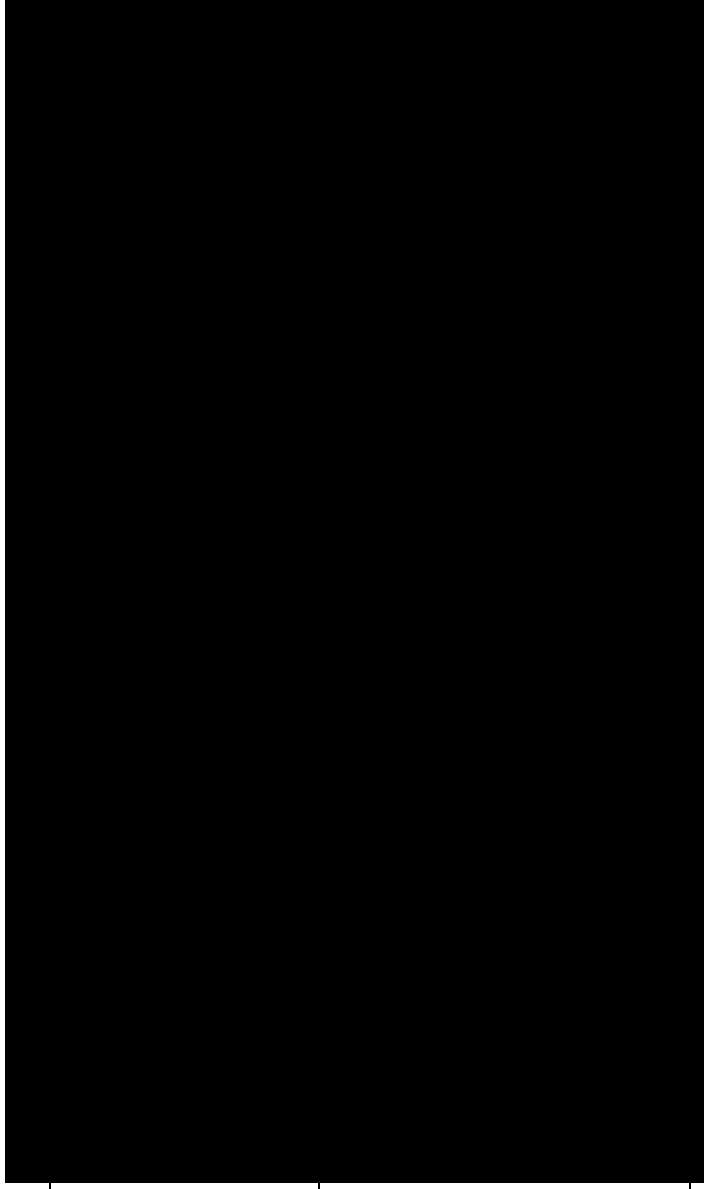
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |          |                      |                                                                                                                                                                                |
|---|----------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | (vii)    |                      | ensure that the Supplier NPFS NLP Service prompts the caller to complete the call if there is a delay of three (3) seconds or more per question.                               |
| B | 3.14.1.2 | Additional Use Cases | The Buyer may request the development of additional Use Cases and workflows to support the delivery of services through the NPFS platform to support the delivery of services. |

**3.15. 119 Covid-19 Testing Service Specific Service Requirements**

|                                   |                                                                                                                                                                                                                                                                                                                                         |  |  |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| <b>NPFS Specific NLP Use Case</b> | <b>Overview</b><br>These are the Service Requirements unique to the Supplier 119 Number as it is currently being used (i.e. for booking Covid-19 testing). See Appendix 15, for the call-flow for the 119 Number as it is currently used. However, it should be noted this may change dependent on the circumstances of its future use. |  |  |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|

| Part | CI / Ref | Element of Service Requirements | Service Requirements / | Supplier Solution to meet the Service Requirements | Buyer Responsibilities (if any) | “Compliant” or “Non-Compliant” | RFP Response Cross-reference |
|------|----------|---------------------------------|------------------------|----------------------------------------------------|---------------------------------|--------------------------------|------------------------------|
|------|----------|---------------------------------|------------------------|----------------------------------------------------|---------------------------------|--------------------------------|------------------------------|

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |         | <b>Supplier Responsibility</b>                                                                                                                                           |
|---|-----------|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | 3.15.1.   | General |                                                                                                                                                                          |
| B | 3.15.1.1. |         | The Supplier shall host the 119 three-digit-number.                                                                                                                      |
| B | 3.15.1.2. |         | The Supplier shall implement the 119 Number either using the NPFS infrastructure or the NHS 111 infrastructure as directed by the Buyer.                                 |
| B | 3.15.1.3. |         | The Supplier shall identify where to supplement Carrier interconnect capacity, and where needed SIP trunks will be supplied and cost any such SIP trunks into their bid. |
| B | 3.15.1.4. |         | The Supplier acknowledges that the decision to mobilise the Supplier 119 Services in each UKC                                                                            |



**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |           |  |                                                                                                                                                                                                                                            |
|---|-----------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |           |  | in the event of a Health Emergency is made independently within each respective UKC. For the avoidance of doubt, this may mean that the Supplier 119 Services are mobilised in England but not in the other UKCs.                          |
| B | 3.15.1.5. |  | The Supplier shall provide additional telephone numbers to access the 119 Contact Centres (NGN or resilient geographic numbers), as directed by the Buyer.                                                                                 |
| B | 3.15.1.6. |  | The Supplier shall provide a solution capable of delivering 119 Service calls originating into the designated Contact Centres, either on or off the IUC Provider's network, without risk of blocking and network congestion for 111 Calls. |
| B | 3.15.1.7. |  | The Supplier shall maintain service                                                                                                                                                                                                        |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |            |  |                                                                                                                                                                                                                                                                                                   |
|---|------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |            |  | availability in the event of a Health Emergency and shall continue to meet the Service Levels as specified in Call-Off Schedule 14 (Service Levels).                                                                                                                                              |
| B | 3.15.1.8.  |  | The Supplier shall provide Welsh language options (i.e. Welsh language IVRs, either as dual language option, or as a choice to have a Welsh language workflow). However, the onus will be on the Welsh Cluster Member to provide skills and expertise of Welsh language and recording of scripts. |
| B | 3.15.1.9.  |  | The Supplier shall provide the capability to the 119 Service Centre to manage call distribution across the 119 Providers at fifteen (15) minutes notice.                                                                                                                                          |
| B | 3.15.1.10. |  | The Supplier shall provide the capability                                                                                                                                                                                                                                                         |

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |            |  |                                                                                                                                                                                                                      |
|---|------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |            |  | to queue calls at network level.                                                                                                                                                                                     |
| B | 3.15.1.11. |  | The Supplier shall when a caller has queued for more than three (3) minutes, if expected answering times are longer, re-direct callers to the on-line channel or advise them to call back using timed announcements. |
| B | 3.15.1.12. |  | Once the current use of the 119 Number comes to an end (Covid-19 testing) it will be held in Dormancy until such time as it is required for any other purpose as identified by the Buyer.                            |
| B | 3.15.1.13. |  | The Supplier shall provide the ability to set MCL (Maximum Concurrent Line) value                                                                                                                                    |

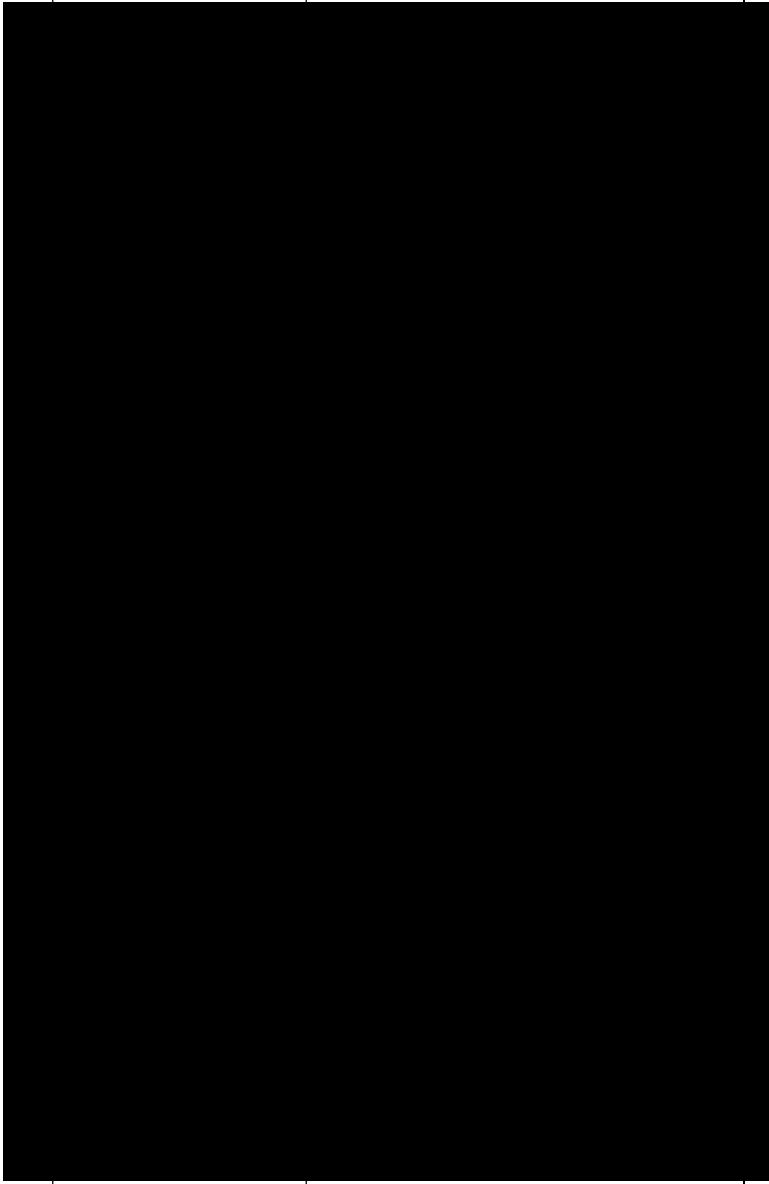
**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|   |            |  |                                                                                                                                                                                                                                                       |
|---|------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |            |  | to limit the number of concurrent calls being sent to a Provider. If this value is reached a message will be played prior to the call being disconnected.                                                                                             |
| B | 3.15.1.14. |  | The Supplier will provide a process for sending email alerts to the Buyer for when call delivery to a provider(s) have failed in the previous hour, detailing the provider, number of calls offered, number of calls failed (as per Paragraph 3.9.7). |



**Call-Off Schedule 21 (Northern Ireland Law)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

# **NHS 111: NHS MANAGED SERVICES TELEPHONY INFRASTRUCTURE**

## **CALL-OFF SCHEDULE 21**

## **NORTHERN IRELAND LAW**

**Call-Off Schedule 21 (Northern Ireland Law)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Call-Off Schedule 21 (Northern Ireland Law)**

NOT USED

**Call-Off Schedule 22 (Supplier-Furnished Terms)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 22**

**SUPPLIER-FURNISHED TERMS**

OFFICIAL

**Call-Off Schedule 22 (Supplier-Furnished Terms)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Call-Off Schedule 22 (Supplier-Furnished Terms)**

### **PART 1A: Non-COTS Third Party Software**

Applicable terms for use of non-COTS Third Party Software in accordance with Paragraph 9.2.3 of Call-Off Schedule 6 (ICT Services) are detailed in Annex 1 to this Call-Off Schedule.

### **PART 1B: COTS Software**

Applicable terms for use of COTS Software in accordance with Paragraph 9.3 of Call-Off Schedule 6 (ICT Services) are detailed in Annex 2 to this Call-Off Schedule.



**Call-Off Schedule 22 (Supplier-Furnished Terms)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Annex 1: Non-COTS Third Party Software licence terms**

NONE

OFFICIAL

**Call-Off Schedule 22 (Supplier-Furnished Terms)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Annex 2: COTS Software licence terms**

NONE

OFFICIAL

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

# **NHS 111: NHS MANAGED SERVICES TELEPHONY INFRASTRUCTURE**

## **CALL-OFF SCHEDULE 23 DEFINITIONS**

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Call-Off Schedule 23 (Definitions)**

- 1.1 In each Call-Off Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Call-Off Schedule 23 (Definitions) or the relevant Call-Off Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Call-Off Schedule or any other Call-Off Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Call-Off Contract, unless the context otherwise requires:
  - 1.3.1 the singular includes the plural and vice versa;
  - 1.3.2 reference to a gender includes the other gender and the neuter;
  - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
  - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
  - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
  - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Call-Off Contract;
  - 1.3.8 references to "**Clauses**" and "**Call-Off Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Call-Off Schedule in which these references appear;
  - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Call-Off Schedules unless otherwise provided; and
  - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

1.3.11 the headings in each Call-Off Contract are for ease of reference only and shall not affect the interpretation or construction of a Call-Off Contract.

1.3.12 Where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

1.3.13 Any reference in this Call-Off Contract which immediately before Exit Day is a reference to (as it has effect from time to time) any EU:

(a) regulation, decision, tertiary legislation or provision of the EEA Agreement ("EU References") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be ready on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

(b) institution or authority or other such EU body shall be ready on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

where "**Exit Day**" has its meaning in the European Union (Withdrawal) Act 2018 (as amended from time to time).

1.4 In each Call-Off Contract, unless the context otherwise requires, the following words shall have the following meanings:

|                                    |                                                                                                                                                                                                                                                                                   |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>111 BSL Interpreter Service</b> | any BSL interpreter service requested by the Buyer in connection with the Supplier 111 Services including<br>- the interpreting resource;<br>- scheduling and management;<br>- recruitment;<br>- training and certification; and<br>- the underlying video relay technology.<br>; |
| <b>111 Calls</b>                   | calls to the 111 three-digit number;                                                                                                                                                                                                                                              |
| <b>111 Contact Centre</b>          | a contact centre established by a third party to receive calls from the Supplier 111 Services;                                                                                                                                                                                    |
| <b>111 Infrastructure</b>          | the infrastructure supporting the Supplier 111 Services;                                                                                                                                                                                                                          |
| <b>111 Number</b>                  | the three-digit number allocated by OFCOM to be used by the public to access non-emergency health services;                                                                                                                                                                       |
| <b>111 Online Channel</b>          | the web-based element of the National Pandemic Flu Service (NPFS) not provided by the Supplier;                                                                                                                                                                                   |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                           |                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>111 Provider Contract</b>              | has the meaning set out in Paragraph 3.10 of Call-Off Schedule 12 (Clustering);                                                                                                                                                                                                                                                         |
| <b>111 Provider(s)</b>                    | the public, private and social enterprise sector service providers commissioned to provide the 111 Service in any UKCs;                                                                                                                                                                                                                 |
| <b>111 Service(s)</b>                     | any service that is delivered via the 111 telephony infrastructure using the 111 Number, or the 119 Number, including IUC Services in England, NHS 24 in Scotland, the Welsh Ambulance Service in Wales and NPFS;                                                                                                                       |
| <b>119 Number</b>                         | the three-digit number allocated by Ofcom to be used by the public to access Covid-19 related services and information;                                                                                                                                                                                                                 |
| <b>119 Providers</b>                      | the organisations which process the calls to the 119 Number once they are delivered, such as arranging for Covid-19 tests;                                                                                                                                                                                                              |
| <b>Abandoned Call</b>                     | a call which is abandoned by the caller before it reaches the Delivery Destination or otherwise fails to reach the Delivery Destination;                                                                                                                                                                                                |
| <b>Abandoned Call Charges</b>             | the Charges identified as such in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                |
| <b>Admin Fee</b>                          | means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: <a href="http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees</a> ; |
| <b>Achieve</b>                            | in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " <b>Achieved</b> ", " <b>Achieving</b> " and " <b>Achievement</b> " shall be construed accordingly;                                               |
| <b>Achieved Availability</b>              | the actual level of performance of a Service achieved by the Supplier in relation to the Availability Service Measures;                                                                                                                                                                                                                 |
| <b>Achieved Rate for Change Processes</b> | the actual level of performance of the Supplier against required timescales for Change processes in a Service Period;                                                                                                                                                                                                                   |
| <b>Achieved Rate for Provisioning</b>     | the actual level of performance of the Supplier against required timescales for Provisioning processes in a Service Period;                                                                                                                                                                                                             |
| <b>Achieved Service Level</b>             | the actual level of performance of a Service achieved by the Supplier in relation to a Service Level Performance Criteria (or Service Measure) for a Service Period;                                                                                                                                                                    |
| <b>Achieved Success Rate</b>              | the actual level of performance of NLP being successfully completed using NLP (evidenced by receipt of an ITK message) in a Service Period;                                                                                                                                                                                             |
| <b>Additional Insurances</b>              | insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Call-Off Schedule 25 (Insurance Requirements);                                                                                                                                                                       |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Adjustment Date</b>       | as defined in Paragraph 9.2.1.1 of Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Adjustment Period</b>     | the period of twelve (12) months from the relevant Adjustment Date;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Affected Party</b>        | the party seeking to claim relief in respect of a Force Majeure Event;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Affiliates</b>            | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Agreed Service Time</b>   | the period during which the Supplier ensures the Services are Available to the Buyer, being (unless otherwise specified in Call-Off Schedule 14 (Service Levels)) twenty-four (24) hours per day, seven (7) days per week;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Ancillary Services</b>    | those components described in Paragraph 1.2.4 of Part A of Framework Schedule 1 (Specification);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Anti-Viral Assessment</b> | the process where a patient is assessed as to whether they qualify to receive anti-viral medication;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Approval</b>              | the prior written consent of the Buyer and/or Buyer Authorised Representative and " <b>Approve</b> " and " <b>Approved</b> " shall be construed accordingly;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Audit</b>                 | <p>the Buyer's right to:</p> <ul style="list-style-type: none"> <li>a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Call-Off Contract);</li> <li>b) verify the costs of the Supplier (including the costs of all Subcontractors and any third-party suppliers) in connection with the provision of the Services;</li> <li>c) where the Buyer is a Buyer, and the value of the relevant Call-Off Contract is greater than £3 million, verify the Open Book Data;</li> <li>d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</li> <li>e) identify or investigate actual or suspected breach of Clauses 27 to 33 of the Call-Off Contract and/or Call-Off Schedule 27 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li> <li>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor,</li> </ul> |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                              | <p>and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Call-Off Contract;</p> <p>i) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p> |
| <b>Auditor</b>                               | <p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Authority to Proceed or ATP</b>           | the date and time from which the Buyer confirms to the Supplier that the relevant Operational Services Achieve the Test Success Criteria and issues a Satisfaction Certificate relating to the Milestone which is recorded as being linked to ATP in the Implementation Plan;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Automatic Number Identification (ANI)</b> | a series of numbers associated with a call. These numbers identify the phone number of the caller, sometimes referred to as a Caller ID;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Available</b>                             | a Service shall be "Available" when the Users are able to access and use all its functions at a level that enables them to carry out their normal duties. Availability shall be construed accordingly;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Availability Service Measures</b>         | means the two measures for Availability (as applicable), being the Core Functionality measure and the Full Functionality                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |



**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                       |                                                                                                                                                                                                                                                         |
|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                       | measure as set out in more detail in Call-Off Schedule 14 (Service Levels);                                                                                                                                                                             |
| <b>Bank Holiday</b>                   | a bank holiday, or other public holiday, in England, Wales, Scotland and/or Northern Ireland, as applicable;                                                                                                                                            |
| <b>BACS</b>                           | the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;                                                                                                          |
| <b>Base Case Financial Model</b>      | for the Lot A Contract, the financial model setting out the Charges in relation to the provision of the Services as detailed in Annexes 1 to 10 (inclusive) to Call-Off Schedule 5 (Pricing Details);                                                   |
| <b>Baseline Security Requirements</b> | the Buyer's high-level security requirements as set out in Annex 1 to Call-Off Schedule 9 (Security);                                                                                                                                                   |
| <b>BCDR Test Report</b>               | a report developed pursuant to Paragraph 3.5 of Part B to Call-Off Schedule 8 (Business Continuity and Disaster Recovery);                                                                                                                              |
| <b>Benchmarked Rates</b>              | the Charges for the Benchmarking Deliverables;                                                                                                                                                                                                          |
| <b>Benchmarking</b>                   | a neutral and independent third party with knowledge and experience of financial matters in relation to the Benchmarking Deliverables;                                                                                                                  |
| <b>Benchmark(ing) Review</b>          | a review of the Deliverables carried out in accordance with Call-Off Schedule 16 (Benchmarking) to determine whether those Deliverables represent Good Value;                                                                                           |
| <b>Benchmarking Deliverables</b>      | any Deliverables included within the scope of a Benchmarking Review pursuant to Call-Off Schedule 16 (Benchmarking);                                                                                                                                    |
| <b>Benchmarking Services</b>          | the Services that the Buyer elects to include in a Benchmarking Review under Paragraph 3.1.5 of Call-Off Schedule 16 (Benchmarking), and where a sub-set of Services is selected, such Services shall be related;                                       |
| <b>Benchmarking Report</b>            | the report produced by the Benchmarking Deliverables following the Benchmarking Review as further described in Paragraph 3.3 of Call-Off Schedule 16 (Benchmarking);                                                                                    |
| <b>Beneficiary</b>                    | a Party having (or claiming to have) the benefit of an indemnity under this Call-Off Contract;                                                                                                                                                          |
| <b>Boards</b>                         | the Services Board, Supplier Review Board and Pandemic Board;                                                                                                                                                                                           |
| <b>Board Member (s)</b>               | the Buyer and Supplier appointments to the Boards as set out in the Annex to Call-Off Schedule 15 (Call-Off Contract Management) as updated from time to time in accordance with the provisions of Call-Off Schedule 15 (Call-Off Contract Management); |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Breach(es) of Security</b>                                      | <p>the occurrence of any:</p> <p>a) unauthorised access to or use or disclosure of; and/or</p> <p>b) loss and/or unauthorised disclosure of,</p> <p>any aspect of the Services and processes associated with delivery of the Services including the Goods, the Deliverables, the Sites, any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Buyer Data) including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Call-Off Contract and any compromise referred to in Paragraph 2.8 of Call-Off Schedule 9 (Security) and any denial of service attack;</p> <p>as more particularly set out in the security requirements in the Information Security Policy where the Buyer has required compliance therewith in accordance with Paragraph 3.4.4.5 of Call-Off Schedule 9 (Security);</p> |
| <b>Build Milestone</b>                                             | the Achievement of the Milestone designated as the build Milestone in the Implementation Plan and as required by Call-Off Schedule 13 (Implementation Plan and Testing);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Business Continuity</b>                                         | the planning for and implementation of infrastructure and/or service management processes and procedures to enable the Buyer to continue to perform business functions in the event of a Business Continuity Event;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Business Continuity and Disaster Recovery Plan or BCDR Plan</b> | a plan developed pursuant to Part B of Call-Off Schedule 8 (Business Continuity and Disaster Recovery), and as updated from time to time; until such time as the fully developed BCDR Plan is Approved pursuant to Paragraph 1.9 of Part B of Call-Off Schedule 8 (Business Continuity and Disaster Recovery) the outline BCDR Plan set out in the Annex to Call-Off Schedule 8 (Business Continuity and Disaster Recovery), shall apply unless otherwise agreed between the Parties);                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Business Continuity Event</b>                                   | any incident or event, including without limitation any Health Emergency, that causes (or is likely to cause) an adverse effect on the performance and delivery of the Services, whether at a single or multiple sites, including a Disaster or any material interruption, destruction or other loss of operational system capacity, which is material in nature and cannot be managed within the context of normal operating procedures;                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Business Continuity Management Function</b>                     | the function carried out by the Buyer's and Supplier's Business Continuity Managers, as appropriate to their role in respect of Business Continuity and Disaster Recovery issues;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Business Continuity Plan</b>                                    | has the meaning given to it in Paragraph 1.6.2 of Part B of Call-Off Schedule 8 (Business Continuity and Disaster Recovery)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                        | relating to the Supplier 111 Service and/or the Supplier NPFS Service (as applicable);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Business Continuity Services</b>    | the Business Continuity services to be provided by the Supplier pursuant to Call-Off Schedule 8 (Business Continuity and Disaster Recovery);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Buyer</b>                           | the relevant public sector body identified as such in the Call-Off Order Form subject to the provisions of Paragraph 3.6 of Call-Off Schedule 12 (Clustering);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Buyer Assets</b>                    | the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Call-Off Contract;                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Buyer Authorised Representative</b> | either the representative appointed by the Buyer or any Cluster Member (as the context requires) from time to time in relation to the Call-Off Contract initially identified or referred to in the Call-Off Contract;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Buyer Cause</b>                     | any breach by the Buyer of any of the Buyer Responsibilities (unless caused or contributed to by the Supplier and/or any Subcontractor, or as the result of any act or omission by the Buyer to which the Supplier has given its prior consent). Buyer Cause shall not include any exercise by the Buyer of its rights under this Call-Off Contract or the consequences of such action;                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Buyer Data</b>                      | <p>a) the data, text, drawings, diagrams, images, or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which:</p> <ul style="list-style-type: none"> <li>i) are supplied to the Supplier by or on behalf of the Buyer or any patient; or</li> <li>ii) the Supplier is required to generate, process, store or transmit pursuant to this Call-Off Contract; or</li> </ul> <p>b) any Personal Data for which the Buyer is the Controller which, for the avoidance of doubt, shall include patient data including telephone numbers, SMS correspondence, video/audio content together with the emergency services database contents;</p> |
| <b>Buyer Expenses Policy</b>           | the expenses policy of the Buyer, as amended from time to time;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Buyer Implementation Charge</b>     | the Charges identified as such in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Buyer Mass Call Event</b>                     | an event when high volumes of simulated or real concurrent calls are sent to the telephony platform to test the solution robustness and ability to handle high volumes of calls and/or geographic routing configuration, without services degradation or failure;                                                                                                                                                                                     |
| <b>Buyer Non-Pandemic Abandoned Call Charges</b> | the Charges identified as such in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Buyer Pandemic Abandoned Call Charges</b>     | the Charges identified as such in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Buyer Premises</b>                            | premises owned, controlled or occupied by the Buyer (or any Cluster Member (as applicable)) which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);                                                                                                                                                                                                                            |
| <b>Buyer Property</b>                            | the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer (or any Cluster Member (as applicable)) in connection with this Call-Off Contract;                                                                                                                                                                                                                    |
| <b>Buyer Representative</b>                      | a representative appointed by the Buyer or any Cluster Member (as the context requires) from time to time in relation to the Call-Off Contract in connection with a specific role, such as performance management, security, business continuity and disaster recovery, as notified to the Supplier by the appointing party from time to time in writing;                                                                                             |
| <b>Buyer Responsibilities</b>                    | the responsibilities of the Buyer specified in Call-Off Schedule 13 (Implementation Plan and Testing) or Call-Off Schedule 20 (Call-Off Specification). Any obligations of the Buyer specified elsewhere in this Call-Off Contract shall not be Buyer Responsibilities unless they are specifically highlighted as Buyer Responsibilities in Call-Off Schedule 13 (Implementation Plan and Testing) or Call-Off Schedule 20 (Call-Off Specification); |
| <b>Buyer Software</b>                            | any software which is owned by or licensed to the Buyer (or any Cluster Member (as applicable)) and which is or will be used by the Supplier for the purposes of providing the Deliverables;                                                                                                                                                                                                                                                          |
| <b>Buyer System</b>                              | the Buyer's (or any Cluster Member's (as applicable)) computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer (or any Cluster Member (as applicable)) or the Supplier in connection with this Call-Off Contract which is owned by or licensed to the Buyer (or any Cluster Member (as applicable)) by a third party and which interfaces with the Supplier Solution                |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                            | or which is necessary for the Buyer (or any Cluster Member (as applicable)) to receive the Deliverables;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Buyer Test Window</b>                   | has the meaning ascribed to it in Paragraph 3.12.2.5 of Part A of Call-Off Schedule 20 (Call-Off Specification);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Buyer's Business Continuity Manager</b> | the appropriate individual, acting as an informed and empowered point of contact for the Buyer, carrying out the appropriate Business Continuity Management Function in accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery), as appointed by the Buyer from time to time;                                                                                                                                                                                                                                                                                            |
| <b>Buyer's Change Manager</b>              | the person appointed to that position by the Buyer from time to time and notified in writing to the Supplier or, if no person is notified, the Buyer's Project Manager or Contract Manager, as appropriate and set out in Call-Off Schedule 15 (Call-Off Contract Management);                                                                                                                                                                                                                                                                                                                   |
| <b>Buyer's Confidential Information</b>    | <p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with a Contract; and</p> <p>c) information derived from any of the above;</p> |
| <b>Call Charge(s)</b>                      | the Charges identified as such in Call-Off Schedule 5 (Pricing Details) and, in respect of the inbound call charge to the Buyer, it relates to the reversal of the cost of the call making a number free of charge to the caller;                                                                                                                                                                                                                                                                                                                                                                |
| <b>Call-Off Catalogue</b>                  | the list of pre-agreed goods and services, as applicable, and associated Charges set out in Call-Off Schedule 5 (Pricing Details) that the Buyer may request from the Supplier during the Call-Off Contract Period as either a Pre-Defined or a Standard Service Request and which may be amended during the Call-Off Contract Period using the Change Control Procedure;                                                                                                                                                                                                                        |
| <b>Call-Off Catalogue Charges</b>          | the Charges identified as such in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Call-Off Contract</b>                   | the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Call-Off Contract Period</b>            | the Call-Off Start Date until the Call-Off End Date;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Call-Off Contract Year</b>             | a consecutive period of twelve (12) Months commencing on the Call-Off Start Date or each anniversary thereof;                                                                                                                                                                                                                                                                                                                                    |
| <b>Call-Off End Date</b>                  | the earlier of:<br>a) the Call-Off Expiry Date (as extended by any Call-Off Optional Extension Period exercised by the Buyer under Clause 10.2); or<br>b) if the Call-Off Contract is terminated before the date specified in (a) above, the date of termination of the Call-Off Contract;                                                                                                                                                       |
| <b>Call-Off Expiry Date</b>               | the date which is three years from the first OSCD or such longer period including any Call-Off Optional Extension Period;                                                                                                                                                                                                                                                                                                                        |
| <b>Call-Off Guarantee</b>                 | a deed of guarantee in favour of the Buyer in the form set out in the Annex to Call-Off Schedule 35 (Call-Off Guarantee);                                                                                                                                                                                                                                                                                                                        |
| <b>Call-Off Guarantor</b>                 | the person acceptable to a Buyer to give a Call-Off Guarantee;                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Call-Off Incorporated Terms</b>        | the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;                                                                                                                                                                                                                                                                                                                                |
| <b>Call-Off Initial Period</b>            | the Initial Period of a Call-Off Contract specified in the Order Form;                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Call-Off Operating Manual</b>          | the online manual which sets out detailed technical and operational aspects, processes and procedures (including network diagrams, escalation levels and working instructions) relating to the support and operation of the Services including the processes and procedures for Service Requests. This manual must not set out any technical or operational aspects, processes or procedures which are already set out in the Call-Off Contract; |
| <b>Call-Off Optional Extension Period</b> | such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;                                                                                                                                                                                                                                                                                     |
| <b>Call-Off Procedure</b>                 | the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria);                                                                                                                                                                                                                                                                                     |
| <b>Call-Off Special Terms</b>             | any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;                                                                                                                                                                                                                                                                                                                              |
| <b>Call-Off Start Date</b>                | the date specified in the Order Form, or in respect of a Change Authorisation Note, the relevant start date specified therein (such Call-Off Start Date being referred to as a "subsequent Call-Off Start Date");                                                                                                                                                                                                                                |
| <b>Call-Off Tender</b>                    | the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure;                                                                                                                                                                                                                                                                                                             |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Capital Costs</b>                                  | those costs which would be treated as capital costs according to generally accepted accounting principles within the UK;                                                                                                                                                                                                                                                                                                      |
| <b>Carriers</b>                                       | any public utility that provides telephony services;                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Case Summary</b>                                   | a position statement briefing the Mediator by identifying the main issues between the parties and the background to any settlement discussions to date;                                                                                                                                                                                                                                                                       |
| <b>CCS</b>                                            | the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9 <sup>th</sup> Floor, The Capital, Old Hall Street, Liverpool L3 9PP;                                                                                                                                                        |
| <b>CCS Authorised Representative</b>                  | the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;                                                                                                                                                                                                                                                                                 |
| <b>Central Government Body</b>                        | a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:<br>a) Government Department;<br>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);<br>c) Non-Ministerial Department; or<br>d) Executive Agency; |
| <b>Centre for Effective Dispute Resolution (CEDR)</b> | the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;                                                                                                                                                                                                                                                                                                    |
| <b>Change</b>                                         | any change to this Call-Off Contract and any change in the way in which the Supplier provides the Services, including any upgrades to the Software or assets which the Supplier uses to provide the Services;                                                                                                                                                                                                                 |
| <b>Change Authorisation Note</b>                      | the form used by the Parties to set out the agreed Contract Change and which shall be substantially in the form of Annex 3 to Call-Off Schedule 24 (Change Control Procedure);                                                                                                                                                                                                                                                |
| <b>Change Communication</b>                           | any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to Call-Off Schedule 24 (Change Control Procedure);                                                                                                                                                                                                                                              |
| <b>Change Control Procedure</b>                       | the procedure for dealing with Changes set out in Call-Off Schedule 24 (Change Control Procedure);                                                                                                                                                                                                                                                                                                                            |
| <b>Change in Law</b>                                  | any change in Law which impacts on the supply of the Deliverables and performance of the Call-Off Contract which comes into force after the Call-Off Start Date;                                                                                                                                                                                                                                                              |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Change of Control</b>                                  | a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Change Request</b>                                     | a written request for a Contract Change which shall be substantially in the form of Annex 1 to Call-Off Schedule 24 (Change Control Procedure);                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Charges</b>                                            | the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form and/or Call-Off Schedule 5 (Pricing Details) and/or as agreed through the Change Control Procedure, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;                                                                                                                                                                |
| <b>Cisco Voice Portal or CVP</b>                          | Provides intelligent interactive voice response (natural language and DTMF), announcements, prompts and call control.                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Cisco Voice Portal (CVP) Port</b>                      | A licensed software resource that allow a caller to interact with CVP. The total number of ports determine the number of concurrent calls the Services can handle;                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Claim</b>                                              | any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Call-Off Contract;                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Cloud Telephony Services</b>                           | the services and functionality required to manage and route calls to Contact-Centre agents, without the need for any locally installed hardware;                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Cluster Member Estate</b>                              | the Cluster Members' estate (where a Cluster Member has multiple sites) or a Cluster Member site (where a Cluster Member has one site), including all locations, such as contact centres and home working locations, where work is performed by Cluster Members;                                                                                                                                                                                                                                                                        |
| <b>Cluster Member Representative</b>                      | the representative of the Cluster Members appointed pursuant to Paragraph 3.26 of Call-Off Schedule 12 (Clustering);                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Cluster Members</b>                                    | the health care bodies requiring Services in relation to the provision of the 111 three digit number and the routing of calls to whom the Services are provided from time to time as set out in Annex 1 to Call-Off Schedule 12 (Clustering), with effect from the Call-Off Start Date (where so specified) or as may be added by the Parties on or after the Call-Off Start Date in accordance with Paragraph 3.5 of Call-Off Schedule 12 (Clustering) together with any successor body to any such Cluster Members from time to time; |
| <b>Commercial off the shelf Software or COTS Software</b> | non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;                                                                                                                                                                                                                                                                                                               |
| <b>Commercially Sensitive Information</b>                 | the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive                                                                                                                                                                                                                                                                                                                                                                                                             |



**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                 | information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;                                                                                                                                                                                                                                                          |
| <b>Common Infrastructure</b>    | the infrastructure which is common to the Supplier 111 Service and the Supplier NPFS Services;                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Comparable Deliverables</b>  | deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;                                                                                                                                                    |
| <b>Comparable Rates</b>         | rates payable by the Comparison Group for Comparable Deliverables that can be fairly compared with the Charges;                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Comparable Supply</b>        | the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Comparison Group</b>         | a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;                                                                                                                                                                      |
| <b>Compliance Officer</b>       | the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Component</b>                | any constituent parts of the Deliverables;                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Confidential Information</b> | any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as “ <b>confidential</b> ”) or which ought reasonably to be considered to be confidential;                                                            |
| <b>Conflict of Interest</b>     | a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or the Buyer under the Call-Off Contract, in the reasonable opinion of the Buyer or CCS;                                                                                                                                                                                                                                                                                             |
| <b>Consumer Price Index</b>     | the index known as such as published by the Office for National Statistics and made available at <a href="https://www.ons.gov.uk/economy/inflationandpriceindices/bulletins/consumerpriceinflation/previousReleases">https://www.ons.gov.uk/economy/inflationandpriceindices/bulletins/consumerpriceinflation/previousReleases</a> (or any replacement or successor URL) or, if this index is no longer published, any reasonable replacement index made available by the Office for National Statistics; |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Contact Centre</b>                                   | the environment where calls routed via the 111 telephony infrastructure are received and processed;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Contact Centre and Enterprise Telephony Platform</b> | a Service Element on the Cloud Telephony Platform from which all customer interactions across various channels (omnichannel customer support, including email, chat, voice over IP (VoIP) video and website support) are managed;                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Contract Change</b>                                  | any Change to this Call-Off Contract other than an Operational Change and a Service Request;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Contract Manager</b>                                 | the manager appointed in accordance with Paragraph 3.1 of Call-Off Schedule 15 (Call-Off Contract Management);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Contracts Finder</b>                                 | the Government's publishing portal for public sector procurement opportunities;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Contract Performance Points or CPP</b>               | the Milestone Date after the ATP Milestone Date (if any) on which the Supplier has demonstrated to the Buyer that the Supplier Solution or any relevant Service is working satisfactorily in its operating environment;                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Contract Value</b>                                   | the higher of the actual or expected total Charges paid or payable under the Call-Off Contract where all obligations are met by the Supplier;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Control</b>                                          | control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " <b>Controlled</b> " shall be construed accordingly;                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Controller</b>                                       | has the meaning given to it in the GDPR;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Conviction</b>                                       | other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order) or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006; |
| <b>Co-operation Framework</b>                           | the co-operation framework contained at Annex 1 to Call-Off Schedule 35 (Co-operation);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Cooperating Party (ies)</b>                          | has the meaning given to it in Appendix 1 of the Co-operation Framework;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Core Functionality</b>                               | the core functionality service is the ability to deliver calls (via the default call plan) if the ICM is unavailable, as a fall-back. Both the Supplier 111 Service and the Supplier NPFS Service are designed to have a fall-back plan in the event of an ICM failure."                                                                                                                                                                                                                                                                                                                                                          |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Core Network</b>        | the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer (or any Cluster Member (as applicable)), which is not specific or exclusive to the Call-Off Contract, and excludes any configuration information specifically associated with the Call-Off Contract;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Core Network Assets</b> | the assets used in the provision of the Core Network;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Core Terms</b>          | CCS' standard terms and conditions for common goods and services which govern how the Supplier must interact with CCS and the Buyer under the Framework Contract and the Call-Off Contract;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Costs</b>               | <p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> <li>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> <li>i) base salary paid to the Supplier Staff;</li> <li>ii) employer's National Insurance contributions;</li> <li>iii) pension contributions;</li> <li>iv) car allowances;</li> <li>v) any other contractual employment benefits;</li> <li>vi) staff training;</li> <li>vii) workplace accommodation;</li> <li>viii) workplace IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</li> <li>ix) reasonable recruitment costs, as agreed with the Buyer;</li> </ul> </li> <li>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</li> <li>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables;</li> </ul> |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                       | <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> <li>a) Overhead;</li> <li>b) financing or similar costs;</li> <li>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</li> <li>d) taxation;</li> <li>e) fines and penalties;</li> <li>f) amounts payable under Call-Off Schedule 16 (Benchmarking); and</li> <li>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</li> </ul> |
| <b>Counter Notice</b>                 | a written notice served on the Supplier by the Buyer requiring any Dispute to be referred to arbitration. Any Counter Notice must be served on the Supplier by the Buyer within fifteen (15) Working Days of the Buyer receiving the Supplier's notice of its intention to commence court proceeding in relation to any Dispute;                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>CPP</b>                            | see definition of Contract Performance Points above;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Credit Rating</b>                  | refers to the credit rating of a Monitored Company, as provided by a Rating Agency, at the relevant time;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Credit Rating Threshold</b>        | the minimum Credit Rating level for the Monitored Company as set out in Annex 2 to Call-Off Schedule 29 (Financial Difficulties);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Critical Service Level Failure</b> | any instance of critical service level failure specified in Paragraph 1 of Annex 2 to Part B of Call-Off Schedule 14 (Service Levels);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Crown Body</b>                     | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>CRTPA</b>                          | the Contracts (Rights of Third Parties) Act 1999;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                    |                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CVP Platform</b>                                | VF to provide definition (Sch 14)                                                                                                                                                                                                                                                                                                                                                   |
| <b>CVP Ports Baseline</b>                          | the baseline number of CVP Ports provided by the Supplier as set out in Paragraph 3.6.2.1 of Part B of Call-Off Schedule 20 (Call-Off Specification);                                                                                                                                                                                                                               |
| <b>CVP Port Capping</b>                            | the process of controlling the volume of calls handled by the available CVP Ports Baseline such that at pre-defined CVP Port percentage usage levels (as set out in the relevant Service Request) (i) the Buyer will be notified by email and (ii) depending on the percentage usage, callers will be presented with a busy message and the call placed in a queue or disconnected; |
| <b>Data Dictionary</b>                             | a centralised repository of information about data such as meaning, relationships to other data, origin, usage, and format;                                                                                                                                                                                                                                                         |
| <b>Data Retention Period</b>                       | has the meaning given in sub-Paragraph 1.6.6.1 in Call-Off Schedule 33 ( <i>Processing Data</i> )                                                                                                                                                                                                                                                                                   |
| <b>Data Protection Legislation</b>                 | <p>(iii) the GDPR, the LED and any applicable national implementing Laws as amended from time to time;</p> <p>(ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and</p> <p>(iii) all applicable Law about the processing of personal data and privacy;</p>                                                                |
| <b>Data Protection Impact Assessment</b>           | an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;                                                                                                                                                                                                                                                                       |
| <b>Data Protection Officer</b>                     | has the meaning given to it in the GDPR;                                                                                                                                                                                                                                                                                                                                            |
| <b>Data Security and Protection Toolkit (DSPT)</b> | the online self-assessment tool made available by NHS Digital at <a href="https://www.dsptoolkit.nhs.uk/">https://www.dsptoolkit.nhs.uk/</a> as replaced or updated from time to time;                                                                                                                                                                                              |
| <b>Data Subject</b>                                | has the meaning given to it in the GDPR;                                                                                                                                                                                                                                                                                                                                            |
| <b>Data Loss Event</b>                             | any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under the Call-Off Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Call-Off Contract, including any Personal Data Breach;                                                                                                        |
| <b>Data Subject Request</b>                        | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;                                                                                                                                                                                                                     |
| <b>Day Rate(s)</b>                                 | means the day rates specified in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                             |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Deductions</b>                | all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under the Call-Off Contract;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Default</b>                   | any breach of the obligations of the Supplier (including abandonment of the Call-Off Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of the Call-Off Contract and in respect of which the Supplier is liable to the Buyer;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Default Management Charge</b> | has the meaning given to it in Paragraph 7.1.1 of Framework Schedule 5 (Framework Management);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Defect</b>                    | any of the following: <ul style="list-style-type: none"> <li>a) any error, damage or defect in the manufacturing of a Deliverable; or</li> <li>b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or</li> <li>c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call-Off Contract; or</li> <li>d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call-Off Contract;</li> </ul> |
| <b>Delay</b>                     | the period of time by which the implementation of the Services by reference to an Implementation Plan is delayed arising from a failure to Achieve a Milestone by its Milestone Date and/or Test by its applicable date, a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the applicable Implementation Plan and any other delay in performing any of the Supplier's obligations under this Call-Off Contract;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Delay Payments</b>            | the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Deliverables</b>                                 | Goods and/or Services that may be ordered under the Call-Off Contract including the Documentation;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Deliverable Item</b>                             | an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Delivery</b>                                     | delivery of the relevant Deliverable or Milestone in accordance with the terms of the Call-Off Contract as confirmed and accepted by the Buyer by the either:<br><br>(a) confirmation in writing to the Supplier; or<br><br>(b) the issue by the Buyer of a Satisfaction Certificate.<br><br>“ <b>Deliver</b> ” and “ <b>Delivered</b> ” shall be construed accordingly;                                                                                                                                                                                                                                                                              |
| <b>Delivery Destination</b>                         | the direct dial-in number (DDI) on the Contact Centre service provider’s system;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Design Milestone</b>                             | the Achievement of the Milestone designated as the Design Milestone in the Implementation Plan and as required by Call-Off Schedule 13 (Implementation Plan and Testing);                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Detailed Implementation Plan (DIP)</b>           | the Supplier’s plans for the Implementation of the Services pursuant to the detailed implementation plan submitted to the Buyer in accordance with Call-Off Schedule 13 (Implementation Plan and Testing);                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Dialled Number Identification Service (DNIS)</b> | a telephone service that identifies for the receiver of a call the number that the caller dialled. DNIS tells which number was called;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Digital Worker Platform or DWP</b>               | an orchestration layer that links the core call routing platform to leading edge artificial intelligent services (such as ‘Google Dialogue Flow’, ‘Amazon LEX’ and ‘IBM Watson’);                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Direct Award Criteria</b>                        | the award criteria to be applied for the direct award of Call-Off Contracts for Services set out in Framework Schedule 7 (Call-Off Award Procedure);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Direct Inward System Access (DISA)</b>           | a technology within the telephony infrastructure which allows remote clinicians to call a patient from their mobile or landline telephone whilst recording the call;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Disaster</b>                                     | the occurrence of one (1) or more events which, either separately or cumulatively, mean that the Services, or a material part of them, will be unavailable for a period of three (3) hours or more or which is reasonably anticipated will mean that the Services or a material part will be unavailable for that period or more save that if the Supplier NPFS Services are in NPFS Operation, then the occurrence of one (1) or more events which, either separately or cumulatively, mean that the Services, or a material part of them, will be unavailable for period of two (2) hours or more or which is reasonably anticipated will mean that |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                       | the Services or a material part will be unavailable for that period or more;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Disaster Recovery</b>              | the process of restoration of the Services (or any part thereof) by the provision of the Disaster Recovery Services;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Disaster Recovery Plan</b>         | has the meaning given to it in Paragraph 1.6.3 of Part B of Call-Off Schedule 8 (Business Continuity and Disaster Recovery);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Disaster Recovery Services</b>     | the disaster recovery services to be provided by the Supplier pursuant to Call-Off Schedule 8 (Business Continuity and Disaster Recovery);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Disaster Recovery System</b>       | the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Disaster Recovery Deliverables</b> | the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Disclosing Party</b>               | the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Dispute</b>                        | any claim, dispute or difference arises out of or in connection with the Call-Off Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Call-Off Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;                                                                                                                                                                                                  |
| <b>Dispute Resolution Procedure</b>   | the dispute resolution procedure set out in Clause 34 (Resolving disputes) and Call-Off Schedule 36 (Dispute Resolution);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Dispute Resolution Timetable</b>   | the timetable for resolving Disputes set out in Annex 1 (Dispute Resolution Timetable) to Call-Off Schedule 36 (Dispute Resolution);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Documentation</b>                  | <p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under the Call-Off Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables;</p> |



**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                         | <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>                                                                                                                                                                                                                                                                                        |
| <b>Dormancy</b>                         | <p>the default state in which the Supplier NPFS Service remains when the Buyer has not instructed the Supplier to move to a state of Standby or NPFS Operation and is the default preparedness state of the Supplier NPFS Service with no access being given to the public;</p> <p>such default state may also apply to the Supplier 119 Services in the state of default preparedness of the Supplier 119 Services with no access being given to the public;</p> |
| <b>DOTAS</b>                            | the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;            |
| <b>Downtime</b>                         | any period of time within the Agreed Service Time during which a Service is not Available, excluding Planned Downtime;                                                                                                                                                                                                                                                                                                                                            |
| <b>Dual Tone Multi Frequency (DTMF)</b> | touchtone dialling; in DTMF, pushing the button sends a combination of two tones, one high frequency, one low frequency;                                                                                                                                                                                                                                                                                                                                          |
| <b>Due Diligence Information</b>        | any information supplied to the Supplier by or on behalf of the Buyer prior to the Call-Off Start Date;                                                                                                                                                                                                                                                                                                                                                           |
| <b>EIR</b>                              | the Environmental Information Regulations 2004;                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Emergency Change</b>                 | a Change requested by the Buyer pursuant to Paragraph 1.1 of Appendix 1 (Emergency Changes) of Call-Off Schedule 24 (Change Control Procedure);                                                                                                                                                                                                                                                                                                                   |
| <b>Emergency Change Request</b>         | a Change Request form the Buyer pursuant to Paragraph 1.1 of Appendix 1 (Emergency Changes) of Call-Off Schedule 24 (Change Control Procedure);                                                                                                                                                                                                                                                                                                                   |
| <b>Emergency Contract Change</b>        | a Contract Change pursuant to Appendix 1 (Emergency Changes) of Call-Off Schedule 24 (Change Control Procedure);                                                                                                                                                                                                                                                                                                                                                  |
| <b>Emergency Maintenance</b>            | ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;                                                                                                                                                                                                                                 |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Emergency Services Database</b>  | a database holding the names and addresses of all landline telephone subscribers, used by the 999 service to identify the location of a caller for dispatch of an ambulance, fire engine or the police;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Employment Regulations</b>       | the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Employee Liability</b>           | <p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none"> <li>a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</li> <li>b) unfair, wrongful or constructive dismissal compensation;</li> <li>c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</li> <li>d) compensation for less favourable treatment of part-time workers or fixed term employees;</li> <li>e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance and also including any payments arising in respect of pensions;</li> <li>f) claims whether in tort, contract or statute or otherwise;</li> <li>g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</li> </ul> |
| <b>Employment Termination Costs</b> | the cost of terminating the employment of any of the Transferring Former Supplier Employees or any employees of the Former Supplier who are not identified as Transferring Former Supplier Employees and claims, and/or it is determined, in relation to such persons that their contract of employment has been transferred from the Former Supplier to the Supplier and/or any Notified Subcontractor pursuant to the Employment Regulation, to include, and be limited to, notice payments and redundancy payments;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Environmental Information Regulations</b> | the Environmental Information Regulations 2004, the Environmental Information (Scotland) Regulations 2004 (each as applicable) and any subordinate legislation made under the applicable regulations;                                                                                                                                                                                                                                                                                                                           |
| <b>Environmental Policy</b>                  | to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;                                                                                                                                                                                                     |
| <b>Escalation</b>                            | the timetable for escalation of commercial negotiations set out in Paragraph 4 of Call-Off Schedule 36 (Dispute Resolution);                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Estimated Year 1 Contract Charges</b>     | the anticipated total charges payable by the Buyer in the first Call-Off Contract Year specified in the Call-Off Order Form;                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Estimated Yearly Charges</b>              | for the purposes of calculating each Party's annual liability under Clause 11.2 (How much you can be held responsible for) of the Call-Off Contract:<br><br>a) in the first Call-Off Contract Year, the Estimated Year 1 Contract Charges; or<br><br>b) in any subsequent Call-Off Contract Years, the Charges paid or payable in the previous Call-Off Contract Year; or<br><br>c) after the end of the Call-Off Contract, the Charges paid or payable in the last Call-Off Contract Year during the Call-Off Contract Period; |
| <b>Equality and Human Rights Commission</b>  | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Equivalent Data</b>                       | data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Exclusive Assets</b>                      | Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Existing Contract</b>                     | the existing contract for 111 Services and NPFS Services between the Buyer and the Former Supplier dated 8 October 2014 (as amended);                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Existing IPR</b>                          | any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Call-Off Contract (whether prior to the Call-Off Start Date or otherwise);                                                                                                                                                                                                                                                                                                                              |
| <b>Exit Call-Off Catalogue</b>               | the exit catalogue as detailed in Annex 1 (Call-Off Catalogue) of Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Exit Day</b>                              | has the meaning set out in Paragraph 1.3.13 of this Call-Off Schedule 23 (Definitions);                                                                                                                                                                                                                                                                                                                                                                                                                                         |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Exit Information</b>            | has the meaning given to it in Paragraph 3.1 of Call-Off Schedule 10 (Exit Management);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Exit Management Function</b>    | the function carried out by the Exit Managers to manage their respective obligations under Call-Off Schedule 10 (Exit Management);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Exit Manager</b>                | has the meaning given to it in Paragraph 2.8 of Call-Off Schedule 10 (Exit Management);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Exit Plan</b>                   | means a plan developed pursuant to Paragraph 4 of Call-Off Schedule 10 (Exit Management) and which is otherwise reasonably satisfactory to the Buyer and as updated from time to time;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Expedited Dispute Timetable</b> | as set out in Annex 1 to Call-Off Schedule 36 (Dispute Resolution);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Expert</b>                      | the person appointed by the Parties in accordance with Paragraph 5.2 of Call-Off Schedule 36 (Dispute Resolution);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Expert Determination</b>        | the procedure set out in Paragraph 5 of Call-Off Schedule 36 (Dispute Resolution);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Expiry Date</b>                 | the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Extension Period</b>            | the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Fast-track Change</b>           | any Contract Change which the Parties agree to expedite in accordance with Paragraph 8.2 of Call-Off Schedule 24 (Change Control Procedure);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Finance Report</b>              | the reports to be submitted by the Supplier pursuant to Paragraph 13 of Call-Off Schedule 5 (Pricing Details)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Financial Distress Event</b>    | <p>the occurrence of one or more of the following events:</p> <ul style="list-style-type: none"> <li>a) the Credit Rating of the Monitored Company dropping below the applicable Credit Rating Threshold;</li> <li>b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;</li> <li>c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Company;</li> <li>d) the Monitored Company committing a material breach of covenant to its lenders;</li> <li>e) a Key Subcontractor (where applicable) notifying CCS and/or the Buyer that the Supplier has not satisfied any</li> </ul> |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                   | <p>sums properly due under a specified invoice and not subject to a genuine dispute; or</p> <p>f) any of the following:</p> <ul style="list-style-type: none"> <li>i. commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;</li> <li>ii. non-payment by the Monitored Company of any financial indebtedness;</li> <li>iii. any financial indebtedness of the Monitored Company becoming due as a result of an event of default;</li> <li>iv. the cancellation or suspension of any financial indebtedness in respect of the Monitored Company; or</li> <li>v. the external auditor of the Monitored Company expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that Monitored Company,</li> </ul> <p>in each case which CCS and/or the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of the Call-Off Contract and delivery of the Deliverables in accordance with this Call-Off Contract;</p> |
| <b>Financial Distress Service Continuity Plan</b> | a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with the Call-Off Contract in the event that a Financial Distress Event occurs;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>FOIA</b>                                       | the Freedom of Information Act 2000 and the Freedom of Information (Scotland) Act 2002 (each as applicable) and any subordinate legislation made under the applicable Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Force Majeure Event</b>                        | <p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> <li>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Call-Off Contract;</li> <li>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                  | <p>c) acts of a Crown Body, local government or regulatory bodies; but not including any applicable authority in respect of a declaration of a Health Emergency;</p> <p>d) fire, flood or any disaster; or</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available;</p> <p>But excluding:</p> <p>i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</p> <p>ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned;</p> <p>iii) any failure of delay caused by a lack of funds;</p> <p>Any event, occurrence, circumstance, matter or cause which constitutes a Health Emergency shall not be a Force Majeure Event whether or not such event, occurrence, circumstance, matter or cause is referred to in sub-paragraphs (a) to (e) above;</p> |
| <b>Force Majeure Notice</b>      | a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Former Supplier</b>           | a supplier supplying deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any subcontractor of such supplier (or any subcontractor of any such subcontractor);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Framework Authority</b>       | CCS;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Framework Award Form</b>      | the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Framework Contract</b>        | the Framework Contract with the reference number RM3808 for the provision of network services;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Framework Contract Period</b> | the period from the Framework Start Date until the Framework End Date;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Framework End Date</b>        | <p>the earlier of:</p> <p>a) the Framework Expiry Date (as extended by any Framework Option Extension Period); or</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                             |                                                                                                                                                                                                                                         |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                             | b) if the Framework Contract is terminated before the date specified in (a) above, the date of termination of the Framework Contract;                                                                                                   |
| <b>Framework Expiry Date</b>                                | the date of the end of the Framework Contract as stated in the Framework Award Form;                                                                                                                                                    |
| <b>Framework Guarantor</b>                                  | the person (if any) who has entered into a guarantee on behalf of the Supplier in respect of the Framework Contract;                                                                                                                    |
| <b>Framework Incorporated Terms</b>                         | the contractual terms applicable to the Framework Contract specified in the Framework Award Form;                                                                                                                                       |
| <b>Framework Initial Period</b>                             | the initial term of the Framework Contract as specified in the Framework Award Form;                                                                                                                                                    |
| <b>Framework Optional Extension Period</b>                  | such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;                                                                 |
| <b>Framework Price(s)</b>                                   | the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);                                                                                                                        |
| <b>Framework Start Date</b>                                 | the date of start of the Framework Contract as stated in the Framework Award Form;                                                                                                                                                      |
| <b>Framework Special Terms</b>                              | any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;                                                                                                                     |
| <b>Framework Tender Response</b>                            | the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);                                                                                                          |
| <b>Full Emergency Impact Assessment</b>                     | a full Impact Assessment for an Emergency Change requested by the Buyer pursuant to Paragraph 5.1.3 of Appendix 1 (Emergency Changes) of Call-Off Schedule 24 (Change Control Procedure);                                               |
| <b>Full Functionality</b>                                   | a fully functional service in accordance with all applicable Service Requirements including but not limited to no P0 or P1 events during a Service Period as defined in Paragraph 5 of Part B to Call-Off Schedule 14 (Service Levels); |
| <b>Further Competition Procedure or Further Competition</b> | the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);                                                                                                                                         |
| <b>Future Charges</b>                                       | the Charges identified as such in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                |
| <b>Future Services</b>                                      | those services not required or agreed upon by the Buyer at the Call-Off Start Date including those set out in Paragraph 3.9.9. of Call-Off Schedule 20 (Call-Off Specification) but excluding the                                       |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                    |                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                    | Supplier 111 Service in any UKC, the Supplier NPFS Service and the SMS Services;                                                                                                                                                                                                                                                         |
| <b>GDPR</b>                        | the General Data Protection Regulation (Regulation (EU) 2016/679);                                                                                                                                                                                                                                                                       |
| <b>General Anti-Abuse Rule</b>     | a) the legislation in Part 5 of the Finance Act 2013; and<br>b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;                                                                                                              |
| <b>General Change in Law</b>       | a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;                                                                                                                                                |
| <b>Goods</b>                       | goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to the Call-Off Contract as specified in the Order Form;                                                                                                                                                                       |
| <b>Good Industry Practice</b>      | standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;                          |
| <b>Good Value</b>                  | that the Benchmarked Rates are within the Upper Quartile;                                                                                                                                                                                                                                                                                |
| <b>Government</b>                  | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| <b>Government Procurement Card</b> | the Government's preferred method of purchasing and payment for low value goods or services<br><a href="https://www.gov.uk/government/publications/government-procurement-card--2">https://www.gov.uk/government/publications/government-procurement-card--2</a> ;                                                                       |
| <b>Group</b>                       | in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a <b>member of the Group</b> ;                                                                                    |
| <b>Guarantor</b>                   | the person (if any) who has entered into a guarantee in the form set out in Call-Off Schedule 30 (Guarantee) in relation to this Call-Off Contract;                                                                                                                                                                                      |
| <b>Halifax Abuse Principle</b>     | the principle explained in the CJEU Case C-255/02 Halifax and others;                                                                                                                                                                                                                                                                    |
| <b>Hardware Charges</b>            | the Charges identified as such in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                 |



**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Health and Social Care Network or HSCN</b> | the government's network for health and social care, which helps all organisations involved in health and social care delivery to work together and interoperate; and as described at <a href="https://digital.nhs.uk/services/health-and-social-care-network">https://digital.nhs.uk/services/health-and-social-care-network</a> ;                                                                                                                                                                                                                                      |
| <b>Health Emergency</b>                       | the period during which a health emergency is declared by the Department of Health and Social Care, COBRA or other equivalent authority in any UKC for any reason; including any epidemic or pandemic, or any occurrence or imminent threat of an illness or health condition, caused by acts of terrorism, nuclear, biological or chemical warfare, or a novel and highly infectious agent or biological toxin, that poses a risk of a significant number of human fatalities or incidents of permanent or long-term disability or significant impact to public health; |
| <b>High Level Design Document (HLD)</b>       | the high level design document(s) to be delivered by the Supplier pursuant to Call-Off Schedule 13 (Implementation Plan and Testing);                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>HMRC</b>                                   | Her Majesty's Revenue and Customs;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Home Working (Future Service)</b>          | a cloud based Contact Centre Enterprise Telephony Solution allows contact-centre agents to be located remotely either at home using home broadband, or at another business location (for example: a GP working his or her home practice). The solution delivers the voice via the data network to a soft-phone client and or a mobile or landline device, with remote voice recording with no costs incurred by or billed to the home workers' personal account(s);                                                                                                      |
| <b>ICT</b>                                    | information and communications technology;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>ICT Environment</b>                        | the Buyer System and the Supplier System;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>ICT Policy</b>                             | the Buyer's policy in respect of information and communications technology, which is in force as at the Call-Off Start Date (a copy of which is attached as Annex 3 to Call-Off Schedule 9 (Security)), as updated from time to time and notified to the Supplier, including any updates required from time to time at the request of any Cluster Member (all such updates shall be subject to the prior Approval of the Buyer (but not for the avoidance of doubt all Cluster Members));                                                                                |
| <b>ICT Services</b>                           | the ICT related Services to be delivered under a Call-Off Contract described in Call-Off Schedule 6 (ICT Services);                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Impact Assessment</b>                      | an assessment of the impact of a Change Request by the Buyer completed in good faith, including: <ul style="list-style-type: none"> <li>a) details of the impact of the proposed Change on the Deliverables and the Supplier's ability to meet its other obligations under the Call-Off Contract;</li> <li>b) details of the cost of implementing the proposed Change;</li> </ul>                                                                                                                                                                                        |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                         | <p>c) details of the ongoing costs required by the proposed Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>d) a timetable for the implementation, together with any proposals for the testing of the Change; and</p> <p>e) such other information as the Buyer may reasonably request in (or in response to) the Change request;</p> |
| <b>Implementation Period</b>            | refers to the period starting on the Call-Off Start Date and ending on the applicable Operational Service Commencement Date, during which time the Supplier is required to implement the DIP;                                                                                                                                                                                                                                                                                                                     |
| <b>Implementation Plan</b>              | the Supplier's plans for implementation of the Services pursuant to the Outline Implementation Plan or the Detailed Implementation Plan (as applicable);                                                                                                                                                                                                                                                                                                                                                          |
| <b>Implementation Service Charge(s)</b> | the Supplier's Charges for Implementation Services pursuant to Paragraph 2 and Annex 1 of Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Implementation Services</b>          | the Services to be delivered by the Supplier pursuant to the Buyer's Requirements relating to transition, including as set out in Paragraphs 3.1; 3.2, 4.1, 4.2 and 4.3 of Call-Off Schedule 5 (Pricing Details) and pursuant to Call-Off Schedule 13 (Implementation and Testing);                                                                                                                                                                                                                               |
| <b>IN Platform</b>                      | Intelligent Networking Platform, which is core national infrastructure used for routing calls at a base level;                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Inbound Charges</b>                  | the Charges for Inbound Services for SMS as set out in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Inbound Services</b>                 | inbound calls or other channels using the 111 Number;                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Incident</b>                         | means an unplanned incident or interruption to Services, including a break-fix, or a reduction in the quality of the Services (including Service Failures) or an event which could affect the Services in the future;                                                                                                                                                                                                                                                                                             |
| <b>Incident Report(s)</b>               | has the meaning given to it in Paragraph 5.4 of Part B of Call-Off Schedule 14 (Service Levels);                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Incident Resolution Time</b>         | means the time taken by the Supplier to Resolve an Incident, as set out in Call-Off Schedule 14 (Service Levels);                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Incident Service Measure(s)</b>      | means the Service Measures for Incident Resolution as set in Paragraph 2 of Annex 1 to Part B of Call-Off Schedule 14 (Service Levels);                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Indemnifier</b>                      | a Party from whom an indemnity is sought under this Call-Off Contract;                                                                                                                                                                                                                                                                                                                                                                                                                                            |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Indexation</b>                                | For the Lot A Contract, save as otherwise stated in Paragraph 9.2 of Call-Off Schedule 5 (Pricing Details), the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Information</b>                               | has the meaning given under section 84 of the Freedom of Information Act 2000;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Information Commissioner</b>                  | the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Information Governance Target (IG Target)</b> | the level that the system must attain against the NHS Information Governance Toolkit;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Information Governance Policy</b>             | the policy referenced in Call-Off Schedule 6 (ICT Services);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Information Security Policy</b>               | the Buyer's security policy in force as at the Call-Off Start Date (a copy of which is attached as Annex 3 to Call-Off Schedule 9 (Security)), as updated from time to time and notified to the Supplier, including any updates required from time to time at the request of any Cluster Member (all such updates shall be subject to the prior Approval of the Buyer (but not for the avoidance of doubt all Cluster Members));                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Insolvency Event</b>                          | <ul style="list-style-type: none"> <li>a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</li> <li>b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</li> <li>c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</li> <li>d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</li> <li>e) an application order is made either for the appointment of an administrator or for an administration order, an</li> </ul> |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                   | <p>administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>g) being a “small company” within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>h) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p> |
| <b>Installation Works</b>                         | all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Deliverables in accordance with the Call-Off Contract;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Insurances</b>                                 | the insurances set out in Annex 1 of Call-Off Schedule 25 (Insurance Requirements) or any Additional Insurances specified in the Order Form;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Integrated Services Digital Network (ISDN)</b> | an international standard for sending voice, video and data over digital telephone lines or normal telephone wires;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Integrated Urgent Care (IUC)</b>               | a functionally integrated 24/7 urgent care access, clinical commissioning groups as part of the 111 Services in England;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Intellectual Property Rights or IPR</b>        | <p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>                                   |
| <b>Intelligent Contact Management or ICM</b>      | Provides the core routing logic, integration interfaces and call detail records for all calls to the 111 and 119 Numbers for the Supplier 111 Services and the Supplier NPFS Services;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Interactions</b>                               | a way in which customers engage with an organisation after selecting the communication channel of their choice. Interactions can be self-service orientated and can include                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                           |                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           | navigating an IVR, leaving a voicemail, or filling out a web form to send an email. Interactions can also be human, or agent orientated to include chat sessions, talking to a live representative, or face-to-face video calls;                                                                                                                        |
| <b>Invoicing Address</b>  | the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;                                                                                                                                                                                                                                                               |
| <b>IPR Claim</b>          | any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under the Call-Off Contract; |
| <b>IR35</b>               | the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;                                           |
| <b>ISMS</b>               | the information security management system and process developed by the Supplier in accordance with Paragraph 3 of Call-Off Schedule 9 (Security) as updated from time to time in accordance with Call-Off Schedule 9 (Security);                                                                                                                       |
| <b>ITIL</b>               | the IT infrastructure library describing a framework of best practices for delivering IT services, as updated from time to time;                                                                                                                                                                                                                        |
| <b>IUC Providers</b>      | public and private sector service providers commissioned by clinical commissioning groups as part of the 111 Services in England;                                                                                                                                                                                                                       |
| <b>IUC Service</b>        | formerly known as the NHS 111 Service, the 111 Service made available to the public in England;                                                                                                                                                                                                                                                         |
| <b>Joint Controllers</b>  | where two or more Controllers jointly determine the purposes and means of processing;                                                                                                                                                                                                                                                                   |
| <b>Key Milestone</b>      | means:<br>the Design Milestone, System Test Milestone and Service Readiness Milestone,<br>together with any key milestones agreed under the Change Control Procedure or identified as such in the Implementation Plan;                                                                                                                                  |
| <b>Key Milestone Date</b> | the date by which a Key Milestone must be achieved as set out in the applicable Implementation Plan;                                                                                                                                                                                                                                                    |
| <b>Key Personnel</b>      | the individuals (if any) identified as such in the Order Form;                                                                                                                                                                                                                                                                                          |
| <b>Key Roles</b>          | has the meaning given in Paragraph 1.1 of Call-Off Schedule 7 (Key Supplier Staff and listed in Annex 1 to Call-Off Schedule 7 (Key Supplier Staff);                                                                                                                                                                                                    |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Key Staff</b>             | has the meaning given in Paragraph 1.1 of Call-Off Schedule 7 (Key Supplier Staff);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Key Sub-Contract</b>      | each Sub-Contract with a Key Subcontractor;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Key Subcontractor</b>     | <p>any Subcontractor:</p> <ul style="list-style-type: none"> <li>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</li> <li>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</li> <li>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor section in Order Form;</p> </li></ul> |
| <b>Know-How</b>              | all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the Call-Off Start Date;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Landline Call Charges</b> | the Charges identified as such in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Law</b>                   | any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;                                                                                                                                                                                                                                                                                                                                           |
| <b>LCIA</b>                  | the London Court of International Arbitration;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Licensed Software</b>     | all and any Software licensed by or through the Supplier, its Subcontractors or any third party to the Buyer (or any Cluster Member (as applicable)) for the purposes of or pursuant to this Call-Off Contract, including any COTS Software;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Licensing Charges</b>     | the Charges identified as such in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Line Rental Charges</b>   | the Charges identified as such in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Low Level Design Document or LLD</b> | the low level design document(s) to be delivered by the Supplier pursuant to Call-Off Schedule 13 (Implementation Plan and Testing);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Lots</b>                             | the number of lots specified in Framework Schedule 1 (Specification), if applicable;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Losses</b>                           | all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and “ <b>Loss</b> ” shall be interpreted accordingly;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>LED</b>                              | Law Enforcement Directive (Directive (EU) 2016/680);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Maintenance Service Charges</b>      | the Maintenance Service Charges identified in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Maintenance Schedule</b>             | has the meaning given to it in Paragraph 8 of Call-Off Schedule 6 (ICT Services);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Major Projects Gateway Review</b>    | <p>a structured review of complex and high-risk projects. A Major Projects Gateway Review is designed to provide independent guidance to Senior Responsible Owners and project teams on how best to ensure their projects are successful. The review is undertaken by independent practitioners from outside the project. The Major Project Gateway Review process examines projects at key decision points in their lifecycle and provides assurance that they can progress successfully to the next stage. The stages as defined by the Office of Government Commerce are:</p> <ul style="list-style-type: none"> <li>a) Gateway Review 0: Strategic assessment;</li> <li>b) Gateway Review 1: Business justification;</li> <li>c) Gateway Review 2: Delivery strategy;</li> <li>d) Gateway Review 3: Investment decision;</li> <li>e) Gateway Review 4: Readiness for service; and</li> <li>f) Gateway Review 5: Operations review;</li> </ul> |
| <b>Malicious Software</b>               | any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Malware</b>                          | any software program or code intended to destroy, damage, disable, interfere with, corrupt, gain unauthorised access to or cause undesired effects on any computer system, program files, data or other information, executable code or application                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                         |                                                                                                                                                                                                                                                                                    |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                         | software macros, whether or not its operation is immediate or delayed, and whether the malware is introduced wilfully, negligently or without knowledge of its existence;                                                                                                          |
| <b>Man Day</b>                          | 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;                                                                                                                                                              |
| <b>Man Hours</b>                        | the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;                                                  |
| <b>Management Board</b>                 | the board established in accordance with Paragraph 6 of Call-Off Schedule 15 (Call-Off Contract Management);                                                                                                                                                                       |
| <b>Management Information or MI</b>     | the management information specified in Framework Schedule 5 (Management Charges and Information), together with data relating to the performance and operation of a service as required under this Call-Off Contract including the reporting dashboard to report on call routing; |
| <b>Management Charge</b>                | the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);                                                                                                                         |
| <b>Marketing Contact</b>                | shall be the person identified in the Framework Award Form;                                                                                                                                                                                                                        |
| <b>Mass Call Event</b>                  | means an exercise in which a number of calls are manually generated for a specific location and/or carrier to test if the calls are routed correctly based on the geographic location of the call;                                                                                 |
| <b>Material Test Issue</b>              | a Test Issue of Severity Level 1 or Severity Level 2;                                                                                                                                                                                                                              |
| <b>Maximum Incident Resolution Time</b> | the maximum time within which an Incident should be resolved as set out in Paragraph 2 of Part B, Annex 1 of Call-Off Schedule 14 (Service Levels);                                                                                                                                |
| <b>Maximum Threshold(s)</b>             | has the meaning given to it in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                              |
| <b>Mean Opinion Score</b>               | a measure of quality of experience for telecommunications;                                                                                                                                                                                                                         |
| <b>Mediation Notice</b>                 | a written notice to proceed to mediation served by either Party in accordance with Paragraph 4 of Call-Off Schedule 36 (Dispute Resolution) as defined in Paragraph 3.7 of Call-Off Schedule 36 (Dispute Resolution);                                                              |
| <b>Memorandum of Understanding</b>      | agreements of the same name between the Buyer and any Cluster Member;                                                                                                                                                                                                              |
| <b>MI Availability Measure</b>          | the measure of direct access to the Management Information database;                                                                                                                                                                                                               |
| <b>MI Failure</b>                       | when an MI report:                                                                                                                                                                                                                                                                 |



**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                              | <ul style="list-style-type: none"> <li>a) contains any material errors or material omissions or a missing mandatory field; or</li> <li>b) is submitted using an incorrect MI reporting template; or</li> <li>c) is not submitted by the reporting date (including where a Nil Return should have been filed);</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>MI Report</b>             | a report containing Management Information submitted to CCS in accordance with Framework Schedule 5 (Management Charges and Information);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>MI Reporting Date</b>     | the seventh (7 <sup>th</sup> ) day of each month following the month to which the relevant Management Information relates, or such other date as may be agreed between the Parties;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>MI Reporting Template</b> | the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Milestone(s)</b>          | an event or task specified as such in the Implementation Plan including Key Milestones and Payment Milestones;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Milestone Date</b>        | the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Milestone Payment(s)</b>  | a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Payment Milestone;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Mobile Charges</b>        | the Charges identified as such in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Mobilisation</b>          | <p>the moving from:</p> <ul style="list-style-type: none"> <li>• Dormancy to Standby in fourteen (14) calendar days or less; or</li> <li>• Standby to NPFS Operation in seven (7) calendar days or less; or</li> <li>• Dormancy to NPFS Operation in twenty-one (21) calendar days or less,</li> </ul> <p>as required by the Buyer and with no limit on the number of Mobilisation requests and such Mobilisation may be in whole or in part as determined and directed by the Buyer.</p> <p>References to “<b>mobilise</b>” and “<b>Mobilise</b>” shall be construed accordingly;</p> <p>Such movement between states may also apply to the Supplier 119 Services in the state of mobilisation from dormancy to operation as required by the Buyer and with no limit on the</p> |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                          | number of Mobilisation requests and such Mobilisation may be in whole or in part as determined and directed by the Buyer by the Buyer;                                                                                                                                                                                                                                                                                                                                            |
| <b>Modern Slavery Helpline</b>                           | the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <a href="https://www.modernslaveryhelpline.org/report">https://www.modernslaveryhelpline.org/report</a> or by telephone on 08000 121 700;                                                                                                                                                                                                      |
| <b>Monitored Company</b>                                 | refers to any of the Supplier, any member of the Supplier's Group, any Framework Guarantor or Call-Off Guarantor or any Key Subcontractor;                                                                                                                                                                                                                                                                                                                                        |
| <b>Month</b>                                             | a calendar month and " <b>Monthly</b> " shall be interpreted accordingly;                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Monthly Summary</b>                                   | the summary of the performance provided by the Supplier to the Buyer pursuant to Paragraph 1.8 of Part C of Call-Off Schedule 14 (Service Levels) and " <b>Monthly Summaries</b> " shall be construed accordingly;                                                                                                                                                                                                                                                                |
| <b>National Insurance</b>                                | contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;                                                                                                                                                                                                                                                                                                            |
| <b>Natural Language Processing (NLP) Dictionary(ies)</b> | automated voice interactions to specific scenarios that simulate normal person to person interactions to provide a higher level of functionality and better user experience;                                                                                                                                                                                                                                                                                                      |
| <b>Natural Language Processing (NLP) Tuning</b>          | Optimising the performance of the NLP software to meet the Achieved Accuracy for NLP Calls. Involves training the software with additional intents, commonly misheard words, phrases, regional accents, hints etc;                                                                                                                                                                                                                                                                |
| <b>Net Book Value</b>                                    | the current net book value of the relevant Supplier Asset(s) calculated in accordance with the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);                                                                                                                                                                                                                                                                |
| <b>New IPR</b>                                           | <p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Call-Off Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under the Call-Off Contract and all updates and amendments to the same,</p> <p>but shall not include the Supplier's Existing IPR;</p> |
| <b>New Release</b>                                       | an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not                                                                                                                                                                                                                                                                                                       |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                        |                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                        | defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;                                                                                                                                                                                        |
| <b>NHS</b>                                             | the publicly funded healthcare systems in the UKCs set up to provide health services to the public;                                                                                                                                                                                                                       |
| <b>NHS 111 Call Charges</b>                            | the Charges identified as such in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                  |
| <b>NHS Information Governance Toolkit (IG Toolkit)</b> | an online system which allows NHS organisations and partners to assess themselves against DH IG standards;                                                                                                                                                                                                                |
| <b>NHS Interoperability Toolkit or ITK</b>             | means the document entitled “Interoperability Toolkit (ITK) release 2.2” which comprises a set of common specifications, frameworks and implementation guides to support interoperability within local organisations and across local health and social care communities;                                                 |
| <b>NHS Patient Care Record Guarantee</b>               | the NHS Care Record Guarantee dated January 2011, Version 5, and as updated or replaced from time to time;                                                                                                                                                                                                                |
| <b>NHS Records Management Code of Practice</b>         | as set out in Appendix 13 of Call-Off Schedule 20 (Call-Off Specification);                                                                                                                                                                                                                                               |
| <b>NIDS</b>                                            | network intrusion detector system; a device or software application that monitors a network or systems for malicious activity or policy violations. Any intrusion activity or violation is typically reported either to an administrator or collected centrally using a security information and event management system; |
| <b>NLP</b>                                             | natural language processing, being a branch of artificial intelligence that helps computers understand, interpret and manipulate human language;                                                                                                                                                                          |
| <b>NLP Use Case</b>                                    | as set out in Call-Off Schedule 20 (Call-Off Specification);                                                                                                                                                                                                                                                              |
| <b>Non-Exclusive Assets</b>                            | those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes excluding the Core Network Assets;                                                                                                  |
| <b>Notice of Dispute</b>                               | a notice of a Dispute given in accordance with Paragraphs 1.3.3 or 2.3 of Call-Off Schedule 36 (Dispute Resolution);                                                                                                                                                                                                      |
| <b>NPFS or National Pandemic Flu Service</b>           | National Pandemic Flu Service which is the telephony and on-line service made available to the public in a Health Emergency situation including for the assessment of symptoms and dispatch of antivirals and which is supported by the Supplier NPFS Services;                                                           |
| <b>NPFS BSL Interpreter Service</b>                    | the NPFS interpreting service including, but not limited to,:<br>- the interpreting resource;                                                                                                                                                                                                                             |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                       | <ul style="list-style-type: none"> <li>- scheduling and management;</li> <li>- recruitment;</li> <li>- training and certification; and</li> <li>- the underlying video relay technology.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>NPFS Contact Centre(s)</b>         | a contact centre as identified in Appendix 3 that has been subcontracted under the nationally commissioned call off framework to provide the telephony self-assessment service used to support the NPFS as referred to in Call-Off Schedule 20 (Call-Off Specification) or any successor contact centre as agreed between the Change Manager and Supplier using the Change Control Procedure. The Supplier may not reject such a Change nor delay the agreement of the Change Authorisation Note;                                                                                                                                                                                                                                                                                                                                                |
| <b>NPFS Lifecycle</b>                 | the states and processes identified in Paragraphs 3.12.2.1 to 3.12.6.5 of Call-Off Schedule 20 (Call-Off Specification);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>NPFS NGN Numbers</b>               | non-geographic numbers used by NPFS, such as an 0300 number or the 119 Number currently supplied by OFCOM;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>NPFS Operation</b>                 | the state of the Supplier NPFS Services where the public will have access to NPFS;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>NPFS Providers</b>                 | public and private sector service providers commissioned as part of the NPFS Services in any UKCs;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>NPFS Service Centre</b>            | the NPFS service centre or centres used to manage the overall NPFS on behalf of the Buyer including pandemic telephony routing, pandemic call centres and pandemic online applications;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Object Code</b>                    | numerically coded instructions that can be processed directly by a computer or other device to control its operation;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Occasion of Tax Non-Compliance</b> | <p>where:</p> <ul style="list-style-type: none"> <li>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> <li>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</li> <li>ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</li> </ul> </li> </ul> |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                             | any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Call-Off Start Date or to a civil penalty for fraud or evasion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>OJEU Contract Notice</b> | has the meaning given to it in the Framework Award Form;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Omnichannel</b>          | a multi-channel contact centre that delivers seamless customer experiences that connects across all touch points over a variety of channels (including Voice, Video, Text, Messaging, email, IVR and Chat bots);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Open Book Data</b>       | <p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> <li>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</li> <li>b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> <li>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</li> <li>ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;</li> <li>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</li> <li>iv) Reimbursable Expenses, if allowed under the Order Form;</li> </ul> </li> <li>c) Overheads; <p>all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> </li> <li>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</li> <li>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more</li> </ul> |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                      | <p>onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>the actual Costs profile for each Service Period;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Open Standards</b>                | the government principles available at <a href="https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles">https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles</a> or any other website from time to time;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Open Source Software</b>          | computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Operating Environment</b>         | <p>the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third-party premises) from, to or at which:</p> <ul style="list-style-type: none"> <li>a) the Deliverables are (or are to be) provided; or</li> <li>b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or</li> <li>c) where any part of the Supplier System is situated;</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Operational Change(s)</b>         | <p>any change in the Supplier's operational procedures which in all respects, when implemented:</p> <ul style="list-style-type: none"> <li>a) will not affect the Charges or the Supplier's costs of performing the Services and will not result in any additional Charges or other costs to the Buyer;</li> <li>b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services;</li> <li>c) will not adversely affect the interfaces or interoperability of the Services with any of the Buyer's IT infrastructure;</li> <li>d) will not have any impact on the Buyer or the use or performance of the Services; and/or</li> <li>e) will not require a Change to this Call-Off Contract;</li> </ul> |
| <b>Operational Change Note (OCN)</b> | a change note or other document used for Operational Changes pursuant to Paragraph 10 of Call-Off Schedule 24 (Change Control Procedure);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Operational Service(s) Commencement Date (OSCD)</b>    | the date (or where there is more than one, the relevant date) on which the Operational Services begin and ATP has been received;                                                                                                                                                                                                                                                                                                           |
| <b>Operational Service(s) Commencement Date Milestone</b> | means:<br>the Achievement of the Milestone designated in the Implementation Plan as the point at which an ATP has been received by the Supplier;                                                                                                                                                                                                                                                                                           |
| <b>Operational Services</b>                               | operational services involving operational running and maintaining functions or facilities of the Services following ATP; and “ <b>Operational Service</b> ” shall be construed accordingly;                                                                                                                                                                                                                                               |
| <b>Operational SMS Service</b>                            | operational services involving operational running and maintaining functions or facilities of the SMS following ATP;                                                                                                                                                                                                                                                                                                                       |
| <b>Open Database Connectivity (ODBC)</b>                  | a standard application programming interface (API) for accessing database management systems (DBMS);                                                                                                                                                                                                                                                                                                                                       |
| <b>Order</b>                                              | an order for the provision of the Deliverables placed by a Buyer with the Supplier under the Call-Off Contract as a Service Request pursuant to Paragraph 9 of Call-Off Schedule 24 (Change Control Procedure);                                                                                                                                                                                                                            |
| <b>Order Form</b>                                         | a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;                                                                                                                                                                                                                                                                                                                        |
| <b>Order Form Template</b>                                | the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);                                                                                                                                                                                                                                                                                                                                                         |
| <b>Other Contracting Authority</b>                        | any actual or potential Buyer under the Framework Contract;                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Other Supplier(s)</b>                                  | any other supplier including the Related Supplier notified by the Buyer as providing services, goods or other deliverables to the Buyer which are linked to, related to, and/or interface with the Services and whose such notification to include the high level details of service/deliverables provided and/or to be provided by such other supplier(s) and contact details of the authorised representative of such other supplier(s); |
| <b>Other Supplier Agreement</b>                           | an agreement entered into between the Buyer and an Other Supplier containing equivalent provisions to Call-Off Schedule 35 (Cooperation);                                                                                                                                                                                                                                                                                                  |
| <b>Outbound Call</b>                                      | a call originating from the users of, in the case of the home working solution, the Lot A Services;                                                                                                                                                                                                                                                                                                                                        |
| <b>Outbound Call Charges</b>                              | the Charges for Outbound Calls identified as such in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                                |
| <b>Outbound Charges</b>                                   | the Charges identified as such in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                                                   |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Outbound SMS</b>                         | SMS originating from the contracted service;                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Inbound and Outbound SMS Charges</b>     | the Charges identified as such in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Outline Emergency Impact Assessment</b>  | an Impact Assessment for an Emergency Change requested by the Buyer pursuant to Paragraph 5.1.2 of Appendix 1 (Emergency Changes) of Call-Off Schedule 24 (Change Control Procedure);                                                                                                                                                                                                                                                                                         |
| <b>Outline Implementation Plan(s) (OIP)</b> | the plan(s) prepared by the Supplier (including in connection with any Change Authorisation Note) and labelled as such and substantially in the form of the plan(s) in the Annex to Part A of Call-Off Schedule 13 (Implementation Plan and Testing);                                                                                                                                                                                                                         |
| <b>Outline Sustainability Plan</b>          | the plan provided by the Supplier as part of its Call-Off Tender and set out in Annex 2 of Call-Off Schedule 27 (Corporate Social Responsibility);                                                                                                                                                                                                                                                                                                                            |
| <b>Overage Charges</b>                      | means any additional Charges payable in respect of any Planned Overage or Unplanned Overage as set out in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                              |
| <b>Overhead(s)</b>                          | those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs"; |
| <b>Pandemic Board</b>                       | the board established in accordance with Paragraph 6 of Call-Off Schedule 15 (Call-Off Contract Management);                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Parliament</b>                           | takes its natural meaning as interpreted by Law;                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Partial Termination</b>                  | the termination of any part of the Services (including any Services to any Cluster Member);                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Party</b>                                | in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. " <b>Parties</b> " shall mean both of them where the context permits;                                                                                                                                                                                                                                                              |
| <b>Patient Identifiable Data</b>            | as referenced in the Caldicott Principles;                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Payment Milestone</b>                    | the Milestones listed in the Annex to Part A of Call-Off Schedule 13 (Implementation Plan and Testing) to which a Milestone Payment attaches;                                                                                                                                                                                                                                                                                                                                 |



**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Performance Indicators or PIs</b>  | the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Performance Monitoring Reports</b> | has the meaning in Paragraph 1.6 of Part C (Performance Monitoring) of Call-Off Schedule 14 (Service Levels);                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Permitted Maintenance</b>          | has the meaning given to it in Paragraph 8.2 of Call-Off Schedule 6 (ICT Services);                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Personal Data</b>                  | has the meaning given to it in the GDPR;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Personal Data Breach</b>           | has the meaning given to it in the GDPR;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Phantom Calls</b>                  | a call made to the 111 Number as a result of a fault or by accident; this is possible because wind in telephone wires and traffic over telephone lines buried in the road can generate "1"s. In addition, phantom calls can also be caused by people inadvertently dialling the 111 Number by sitting on their mobile phones. There are special features of the way in which the 111 Number is set up to prevent phantom calls being presented to 111 Number call handling organisations but it is possible for this to occasionally happen;     |
| <b>Planned Overage</b>                | has the meaning given in Paragraph 3.6.3.2 of Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Pre-Defined Service Request</b>    | requests for changes to the Services of the nature included within the Call-Off Catalogue and for which a pre-defined Technical Impact Assessment is set out in the Call-Off Catalogue (e.g. a change to a destination number for a particular type of call, a change to existing call routing by time of day and percentage split);                                                                                                                                                                                                             |
| <b>Prescribed Person</b>              | a legal adviser, an MP or an appropriate body which a whistleblower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ; |
| <b>Primary Services</b>               | the components described in Paragraph 1.2.2 of Part A of Framework Schedule 1 (Specification);                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Priority Level</b>                 | the impact level of an Incident, the criteria for which are described in Paragraph 5.2 of Part B of Call-Off Schedule 14 (Service Levels);                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Processing</b>                     | takes the meaning given in the GDPR;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Processor</b>                      | takes the meaning given in the GDPR;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Processor Personnel</b>        | all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Subprocessor engaged in the performance of its obligations under this Call-Off Contract;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Progress Meeting</b>           | a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Progress Meeting Frequency</b> | the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1(Record keeping and reporting) of the Call-Off Contract as specified in the Order Form;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Progress Report</b>            | a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Progress Report Frequency</b>  | the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1(Record keeping and reporting) of the Call-Off Contract as specified in Part C, Annex 1 to Call-Off Schedule 14 (Service Levels);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Prohibited Acts</b>            | <p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>i) induce that person to perform improperly a relevant function or activity; or</li> <li>ii) reward that person for improper performance of a relevant function or activity;</li> </ul> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> <li>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>ii) under legislation or common law concerning fraudulent acts; or</li> <li>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</li> </ul> <p>any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p> |
| <b>Project Manager</b>            | the manager appointed in accordance with Paragraph 2.1 of Call-Off Schedule 15 (Call-Off Contract Management);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Protective Measures</b>        | technical and organisational measures which must take account of:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                       | <p>a) the nature of the data to be protected</p> <p>b) harm that might result from Data Loss Event;</p> <p>c) state of technological development</p> <p>d) the cost of implementing any measures</p> <p>including but not limited to pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>                                                              |
| <b>Provisioning</b>                   | the time taken from the placement of a Service Request based on the Call-Off Catalogue set out in Annex 7 of Call-Off Schedule 5 (Pricing Details) until the Service is Available to the Buyer and Provision shall be construed accordingly, but not including Contract Changes;                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Public Services Network or PSN</b> | the network of networks delivered through multiple service providers, as further detailed in the PSN operating model; and described at <a href="https://www.gov.uk/government/groups/public-services-network">https://www.gov.uk/government/groups/public-services-network</a> , or as further detailed in the Health and Social Care Network (HSCN) operating model and described at <a href="https://digital.nhs.uk/services/health-and-social-care-network/hscn-suppliers/hscn-compliance-operating-model">https://digital.nhs.uk/services/health-and-social-care-network/hscn-suppliers/hscn-compliance-operating-model</a> or any successor thereto; |
| <b>PSN Change</b>                     | <p>any Change which is required to ensure:</p> <p>a) that the Supplier (and, where relevant, any Subcontractor) is and remains PSN verified (as required); and/or</p> <p>b) the ongoing PSN compliance of the Services (as required); and</p> <p>c) in each case, the Buyer can continue using the Services;</p>                                                                                                                                                                                                                                                                                                                                          |
| <b>PSTN</b>                           | Public Switched Telephone Network – the aggregate of the UK’s switched telephone networks operated by national, regional or local telephony operators;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Quality Assurance</b>              | the process that ensures mistakes and defects in systems or infrastructure do not occur, thus avoiding problems when delivering services to Buyer;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Quality Assurance Plan</b>         | the plan that sets out the steps that will be taken to prevent mistakes and defects in systems or infrastructure occurring to avoiding problems when delivering services to Buyer;                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Quality Plans</b>                  | has the meaning given to it in Paragraph 6.3 of Call-Off Schedule 6 (ICT Services);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Rate Card</b>                  | the rate card identified as such in Call Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Rating Agencies</b>            | the rating agencies listed in Annex 1 to Call-Off Schedule 29 (Financial Difficulties);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Recall</b>                     | a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Receiving Party</b>            | the Party which receives the proposed Contract Change;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Recipient Party</b>            | the Party which receives or obtains directly or indirectly Confidential Information;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Rectification Plan</b>         | the Supplier's plan (or revised plan) to rectify its breach using the template in Call-Off Schedule 32 (Rectification Plan), which shall include: <ul style="list-style-type: none"> <li>a) full details of the Default that has occurred, including a root cause analysis;</li> <li>b) the actual or anticipated effect of the Default; and</li> <li>c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</li> </ul> |
| <b>Rectification Plan Process</b> | the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Registers</b>                  | the register and configuration database referred to in Paragraph 2.4 of Call-Off Schedule 10 (Exit Management);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Regulations</b>                | the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Regulatory Bodies</b>          | those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Call-Off Contract or any other affairs of the Buyer or Cluster Members (as applicable) and " <b>Regulatory Body</b> " shall be construed accordingly;                                                                                                                                                                |
| <b>Reimbursable Expenses</b>      | the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: <ul style="list-style-type: none"> <li>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to</li> </ul>                                                                                                                                        |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                               | <p>and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Related Supplier</b>       | the other supplier to the Buyer of (as applicable) (i) Supplier 111 Services or Supplier NPFS Services; or (ii) Supplier Cloud Telephony Services;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Relevant Conviction</b>    | <p>a Conviction that is relevant to the Deliverables to be provided in so far as any Convictions (current or spent) may reflect adversely on the Buyer's (including the Cluster Members') public image or ability to perform its functions.</p> <p>This may include but not be limited to:</p> <p>a) the arrest, charge, summons, fixed penalty notices (excluding minor driving offences), reprimands or cautions being issued for activity that may lead to conviction of Supplier Staff;</p> <p>b) police actions, court orders or injunctions which involve close family or anyone living as a member of the household of Supplier Staff; and</p> <p>c) investigations into the personal affairs of Supplier Staff, or affairs of their family, (or anyone living as part of their household) by other prosecution agencies or professional bodies e.g. the Law Society or Bar Council, and which must be notified to the Buyer Authorised Representative;</p> |
| <b>Relevant Requirements</b>  | all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Relevant Tax Authority</b> | HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Relevant Transfer</b>      | a transfer of employment to which the Employment Regulations applies;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Relevant Transfer Date</b> | in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions of Call-Off Schedule 2 (Staff Transfer), shall include the Call-Off Start Date, where appropriate;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Reminder Notice</b>        | a notice sent in accordance with Clause 10.6 (Ending the contract) of the Call-Off Contract given by the Supplier to the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                           |                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                           | Buyer providing notification that payment has not been received on time;                                                                                                                                                                                                                                                             |
| <b>Remote Working</b>                     | a Cloud Telephony Services function that allows remote workers (agents/clinician) to make voice calls to customers (patient) from any location from their mobile or landline telephone using secured authentication to log into the remote telephony system to enable record the call;                                               |
| <b>Removal Notice Date</b>                | as defined in Call-Off Schedule 10 (Exit Provisions)                                                                                                                                                                                                                                                                                 |
| <b>Repeat Failure</b>                     | where the Supplier fails to achieve a Service Level Threshold in a Service Measurement Period and then fails to achieve the same Service Level Threshold in a subsequent Service Measurement Period;                                                                                                                                 |
| <b>Replacement Deliverables</b>           | any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;                                                         |
| <b>Replacement Goods</b>                  | any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the Call-Off End Date, whether those goods are provided by the Buyer internally and/or by any third party;                                                                                 |
| <b>Replacement Services</b>               | any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the Call-Off End Date, whether those services are provided by the Buyer internally and/or by any third party;                                                                     |
| <b>Replacement Subcontractor</b>          | a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);                                                                                                                                                       |
| <b>Replacement Supplier</b>               | any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;                                                                                                     |
| <b>Reporting Data Management Platform</b> | a Service Element on the Cloud Telephony Platform for reporting data management;                                                                                                                                                                                                                                                     |
| <b>Reporting Tools</b>                    | a software solution that connects to the telephone system and securely collects and stores the data records of detailed ACD agent information including all calls made and received in the Data Mart and then allows to produce Historical Reports, Real-Time/Live Reports, Contact Centre (ACD) Dashboard and Reporting Scheduling; |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                  |                                                                                                                                                                                                                                                                                                                    |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Request For Information</b>   | a request for information or an apparent request relating to the Call-Off Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;                                                                                                                   |
| <b>Resolution</b>                | an action taken by or on behalf of the Supplier to fully repair the root cause of an Incident, such that the Services are returned to being Available. Resolve and Resolved shall be construed accordingly;                                                                                                        |
| <b>Review Report</b>             | has the meaning given to it in Paragraph 2.4 of Part B of Call-Off Schedule 8 (Business Continuity and Disaster Recovery);                                                                                                                                                                                         |
| <b>Routing Area</b>              | a geographical area that has been pre-defined by the Buyer or a Cluster Member within which all calls made are directed to a particular 111 Contact Centre or NPFS Contact Centre                                                                                                                                  |
| <b>Routing Data</b>              | the data contained within the Routing Database;                                                                                                                                                                                                                                                                    |
| <b>Routing Database</b>          | the formula and schema used to determine the criteria by which a call received by the Supplier 111 Service or the Supplier NPFS Service that is interrogated and correctly routed, such database containing as a minimum the telephony STD codes, postcodes and tagged telephone numbers as provided by the Buyer; |
| <b>Satisfaction Certificate</b>  | <p>a certificate materially in the form of the document contained in Annex 2 to Part B of Call-Off Schedule 13 (Implementation Plan and Testing) issued by the Buyer (being NHS Commissioning Board);</p> <p>,</p> <p>when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;</p>    |
| <b>Satisfaction Survey</b>       | a survey undertaken by the Buyer as it deems necessary and appropriate with persons dialling the 111 Number or answering calls from the 111 Number to ascertain whether any or all of the Supplier 111 Services or the Supplier NPFS Services are being delivered in accordance with the Service Requirements;     |
| <b>Schedules</b>                 | any attachment to a Framework or Call-Off Contract which contains important information specific to each aspect of buying and selling and for this Call-Off Contract called a Call-Off Schedule;                                                                                                                   |
| <b>Security Management Plan</b>  | the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);                                                                                                                                                                                                       |
| <b>Security Policy</b>           | has the same meaning as Information Security Policy;                                                                                                                                                                                                                                                               |
| <b>Security Policy Framework</b> | the security policy framework contains the primary internal protective security policy and guidance on security and risk management for HM Government Departments and associated                                                                                                                                   |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                               | bodies. It is the source on which all localised security policies should be based. Whilst it is recognised that security policies will differ according to the range of business and risks faced by each organisation, the framework sets out the minimum security requirements which are mandatory for all Government Departments and Agencies. The framework also provides technical information, advice and guidance to support implementation of the policy requirements;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Security Requirements</b>  | those aspects of the Buyer's Service Requirements relating to security;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Security Tests</b>         | tests carried out in accordance with Paragraph 6 of Call-Off Schedule 9 (Security) to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to any security breach;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Self Audit Certificate</b> | <p>the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate) which shall be based on tests completed against a representative sample of Orders as specified in Framework Schedule 8 and must provide assurance that:</p> <ul style="list-style-type: none"> <li>a) Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;</li> <li>b) all related invoices are completely and accurately included in the MI Reports;</li> <li>c) all Charges to Buyers comply with any requirements under this Framework Contract on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable); and</li> <li>d) a number of additional sample of public sector orders identified in Framework Schedule 8 (Self Audit Certificate) from the Supplier's order processing and invoicing systems as orders not placed under this Framework Contract have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by CCS;</li> </ul> |
| <b>Serious Fraud Office</b>   | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Severity Level</b>         | the level of severity of a Test Issue, the criteria for which are described in Annex 1 to Part B of Call-Off Schedule 13 (Implementation Plan and Testing);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Service Charges</b>        | the Charges identified as such in Call Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |



**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Service Credit Cap</b>                  | <p>in each Call-Off Contract Year, twenty five percent (25%) of the aggregate Charges (excluding the Variable Usage Charges) payable to the Supplier under this Call-Off Contract;</p> <p>Where, pursuant to Call-Off Schedule 12 (Clustering) Service Credits are payable directly to a Cluster Member, the cap on the Service Credits payable to such Cluster Member shall in each Call-Off Contract Year, be twenty five percent (25%) of the aggregate Charges (excluding the Variable Usage Charges) payable to the Supplier by such Cluster Member under this Call-Off Contract;</p> |
| <b>Service Credits</b>                     | any service credits specified in Annex 1 to Part B of Call-Off Schedule 14 (Service Levels) being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Level Thresholds;                                                                                                                                                                                                                                                                                                                                                             |
| <b>Service Defects Completed Milestone</b> | the date after the relevant Operational Service Commencement Date on which the Buyer accepts that any outstanding Test Issues have been fixed and completed by the Supplier in accordance with Call-Off Schedule 13 (Implementation Plan and Testing) and the Test Plan;                                                                                                                                                                                                                                                                                                                   |
| <b>Service Desk</b>                        | means the single point of contact set up and operated by the Supplier to log, monitor and escalate Incidents, Incident Resolutions and Service Requests;                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Service Failure</b>                     | any failure to meet a Service Level Threshold and/or any defect in or failure of the Supplier Solution and/or a Service which results (or would result if Users were, at the relevant time, using that Supplier Solution or Service) in a failure to provide the Supplier Solution and/or a Service in accordance with the requirements of this Call-Off Contract or which results in the provision of the Supplier Solution and/or a Service to Users not complying with the requirements of this Call-Off Contract;                                                                      |
| <b>Service Failure Threshold</b>           | the level of performance of a Service which becomes unacceptable to the Buyer, including as set out in each Service Level Performance Criteria and where the Supplier fails to provide the Services in accordance with this Call-Off Contract;                                                                                                                                                                                                                                                                                                                                             |
| <b>Service Level Failure</b>               | a failure to meet the Service Level Threshold in respect of a Service Level Performance Criterion;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Service Level Performance Criteria</b>  | the criteria identified in Paragraph 3.5 of Part B to Call-Off Schedule 14 (Service Levels), against which the individual metrics are assessed;                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Service Levels</b>                      | any service levels applicable to the provision of the Deliverables under the Call-Off Contract as specified in the Annex to Part A of Call-Off Schedule 14 (Service Levels);                                                                                                                                                                                                                                                                                                                                                                                                               |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Service Level Threshold</b>    | shall be as set out against the relevant Service Level Performance Criteria in Annex 1 to Part B of Call-Off Schedule 14 (Service Levels);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Service Measure</b>            | means the same as Service Level Performance Criteria;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Service Measurement Period</b> | <p>at all times whilst the Supplier NPFS Services are not Operational Services or are Operational Services but not in the phase of NPFS Operation a calendar month except that:</p> <ul style="list-style-type: none"> <li>a) the first Service Measurement Period of this Call-Off Contract shall begin on the Operational Service Commencement Date and shall expire at the end of the relevant calendar month;</li> <li>b) the final Service Measurement Period shall end on the expiry or termination (however arising) of this Call-Off Contract; and</li> <li>c) Service Credits will not be applicable until the start of the first full Service Measurement Period; and</li> <li>d) when NPFS is in the NPFS Operation phase, a period of one week, beginning on a Monday and ending on a Sunday except that:</li> <li>e) the first Service Measurement Period of this Call-Off Contract shall begin on the Operational Service Commencement Date and shall expire at the end of the relevant week;</li> <li>f) the final Service Measurement Period shall end on the expiry or termination (however arising) of this Call-Off Contract; and</li> <li>g) Service Credits will not be applicable until the start of the first full Service Measurement Period;”</li> </ul> |
| <b>Service Period</b>             | <p>means:</p> <ul style="list-style-type: none"> <li>a) at all times whilst the NPFS Services are not in the phase of NPFS Operation, a calendar month, except that: <ul style="list-style-type: none"> <li>i) the first Service Period of this Call-Off Contract shall begin on the first Operational Service Commencement Date and shall expire at the end of the relevant calendar month;</li> <li>ii) the final Service Period shall end on the expiry or termination (however arising) of this Call-Off Contract; and</li> <li>iii) Service Credits will not be applicable until the start of the first full Service Period; and</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                    | <p>b) when NPFS is in the NPFS Operation phase, a period of one week, beginning on 00:00 on a Monday and ending on 23:59 on a Sunday, except that:</p> <p>i) the first Service Period of an NPFS Operation phase shall begin on the first day of the NPFS Operation phase and expire at the end of the relevant week;</p> <p>ii) the final Service Period of an NPFS Operation phase shall end on the last day of the NPFS Operation phase; and</p> <p>iii) Service Credits in respect of an NPFS Operation phase will not be applicable until the start of the first full Service Period of an NPFS Operation phase.</p> <p>Service Credits shall be measured by Service Period but payable Monthly in accordance with Paragraph 7.10 of Part B to Call-Off Schedule 14 (Service Levels);</p> |
| <b>Service Readiness Date</b>      | the Milestone Date(s) (or where there is more than one, the relevant Milestone Date) on which the Supplier is to Achieve the Service Readiness Milestone designated in the Implementation Plan or otherwise;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Service Readiness Milestone</b> | <p>has the meaning below, as applicable:</p> <p>a) the Achievement of the Milestone designated in the Implementation Plan as the point at which user acceptance testing has been successfully undertaken and Operational Services are ready to commence but no ATP has been received;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Service Request</b>             | <p>a) Pre-Defined Service Requests,</p> <p>b) Standard Service Requests; and</p> <p>c) requests of an ad-hoc nature that fall within the parameters set out in Paragraph 9.2 of Call-Off Schedule 24 (Change Control Procedure);</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Service Requirements</b>        | the Buyer's service requirements as set out in Call-Off Schedule 20 (Call-Off Specification) and either as listed in the Order Form as at the Call-Off Start Date and/or agreed pursuant to the Change Control Procedure;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Services</b>                    | any and all of the services made available by the Supplier as specified in Call-Off Schedule 20 (Call-Off Specification) and in relation to this Call-Off Contract as specified in the Order Form including the Supplier 111 Services, the Supplier NPFS Service, and any other services that the Supplier provides in order to fulfil the Service Requirements and any other requirements identified in the Order Form;                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Services Board</b>              | the board established in accordance with Paragraph 6 of Call-Off Schedule 15 (Call-Off Contract Management);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Service Implementation Manager</b> | the Supplier's manager that oversees the implementation of a new Service;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Service Transfer</b>               | any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Service Transfer Date</b>          | the date of a Service Transfer;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Site</b>                           | <p>means:</p> <p>a) any delivery point for the Services (including the Buyer Premises, the Supplier's premises, third party premises, or any non-premises location, such as kerbside cabinets and bus shelters); or</p> <p>b) from to or at which</p> <p style="padding-left: 40px;">i) the Services are (or are to be) provided; or</p> <p style="padding-left: 40px;">ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or</p> <p>c) where any part of the Supplier Solution is situated; or</p> <p>d) any physical interface with the Buyer's System takes place; and</p> <p>e) for the purposes of Call-Off Schedule 6 (ICT Services) shall also include any premises from, to or at which physical interface with the Buyer System takes place</p> |
| <b>SME</b>                            | an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>SMS Charges</b>                    | the Charges identified as such in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Software</b>                       | Specially Written Software, COTS Software and non-COTS Software and Third Party Software and Open Source software;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Software Supporting Materials</b>  | has the meaning given to it in Paragraph 9.1 of Call-Off Schedule 6 (ICT Services);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Source Code</b>                    | computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Special Terms</b>              | the additional Clauses referred to in the Order Form and set out in Annex 1 of the Order Form for this Call-Off Contract which shall form part of the respective Contract;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Specially Written Software</b> | any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Specific Change in Law</b>     | a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Call-Off Start Date;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Specification</b>              | the Specification in Call-Off Schedule 20 (Call-Off Specification);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Staffing Information</b>       | <p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:</p> <ol style="list-style-type: none"> <li>their ages, dates of commencement of employment or engagement, gender and place of work;</li> <li>details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;</li> <li>the identity of the employer or relevant contracting Party;</li> <li>their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</li> <li>their wages, salaries, bonuses and profit sharing arrangements as applicable;</li> <li>details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;</li> <li>any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);</li> <li>details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long-term absence;</li> <li>copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees);</li> </ol> |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                   | <ul style="list-style-type: none"> <li>j. any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations; and</li> <li>k. the percentage of working time dedicated to the provision of the Services or any relevant part of the Services.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Standard Dispute Timetable</b> | as set out in Annex 1 to Call-Off Schedule 36 (Dispute Resolution);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Standard Service Requests</b>  | <ul style="list-style-type: none"> <li>a) requests for changes to the Services of the nature set out in the Call-Off Catalogue to be delivered on a day rate basis and for which a Technical Impact Assessment is required (e.g. a change to call route scripting, building tools to allow the Buyer to reconfigure call routing, introduction of a new or an alternative primary number, increasing or consolidating the number of call centres used for routing);</li> </ul>                                                                                                                                                                                                                                                                                                                                                    |
| <b>Standards</b>                  | <p>any:</p> <ul style="list-style-type: none"> <li>a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</li> <li>b) standards detailed in the specification in Call-Off Schedule 20 (Call-Off Specification) and Annex 1 to Call-Off Schedule 6 (ICT Services);</li> <li>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</li> <li>d) relevant Government codes of practice and guidance applicable from time to time;</li> </ul> |
| <b>Standby</b>                    | <p>the state of the Supplier NPFS Services when they have been moved:</p> <ul style="list-style-type: none"> <li>a) out of Dormancy and are capable of moving into NPFS Operation; or</li> <li>b) out of NPFS Operation and are capable of moving into Dormancy,</li> </ul> <p>as required by the Buyer and in accordance with the timescales set out in the Service Requirements and is a heightened preparedness state but with no access to the public;</p> <p>Such state may also apply to the Supplier 119 Services in the state of moving out of Dormancy and being capable of moving</p>                                                                                                                                                                                                                                   |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                 | into operation and out of operation into Dormancy as required by the Buyer and in accordance with the timescales set out in the Service Requirements;                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Stand Down</b>                               | <p>the moving from:</p> <ul style="list-style-type: none"> <li>a) NPFS Operation to Standby in seven (7) days or less; or</li> <li>b) Standby to Dormancy in fourteen (14) days or less; or</li> <li>c) NPFS Operation to Dormancy in twenty-one (21) days or less,</li> </ul> <p>as required by the Buyer.</p> <p>Such state may also apply to the Supplier 119 Services in the state of moving out of operation to Standby, Standby to Dormancy or operation to Dormancy as required by the Buyer;</p>                         |
| <b>Statement of Requirements</b>                | a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Step-In Notice</b>                           | a notice served by the Buyer in accordance with Clause 40.1;                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Storage Media</b>                            | the part of any device that is capable of storing and retrieving data;                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Sub-Contract</b>                             | <p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> <li>a) provides the Deliverables (or any part of them);</li> <li>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</li> <li>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</li> </ul> |
| <b>Subcontractor</b>                            | any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Subprocessor</b>                             | any third Party appointed to process Personal Data on behalf of the Supplier related to this Call-Off Contract, including at the Call-Off Start Date the Subprocessors set out in Annex 2 of Call-Off Schedule 33 (Processing Data);                                                                                                                                                                                                                                                                                             |
| <b>Supply Chain Information Report Template</b> | the document at Annex 1 to Call-Off Schedule 34 (Supply Chain Visibility);                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Supporting Documentation</b>               | sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;                                                                                                                                                                                                                                                    |
| <b>Supplier</b>                               | the person, firm or company identified in the Call-Off Order Form;                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Supplier 111 NLP Services</b>              | any NLP Services requested by the Buyer in connection with the Supplier 111 Services;                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Supplier 111 Service(s)</b>                | the services, solution and functionality provided by the Supplier to fulfil the Buyer's Service Requirements relating to the 111 Service;                                                                                                                                                                                                                                                                                                                                                |
| <b>Supplier 119 Services</b>                  | the Services used to provide the necessary functionality to queue, message and route calls to the 119 Number to the correct destination;                                                                                                                                                                                                                                                                                                                                                 |
| <b>Supplier Action Plan</b>                   | means a document, maintained by the Buyer, capturing information about the relationship between the Parties including, but not limited to strategic objectives, actions, initiatives, communication channels, risks and Supplier performance;                                                                                                                                                                                                                                            |
| <b>Supplier Assets</b>                        | all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;                                                                                                                                                                                                                                                                                                                                          |
| <b>Supplier Authorised Representative</b>     | the representative appointed by the Supplier named in the Framework Award Form, or later defined or referred to in the Call-Off Contract;                                                                                                                                                                                                                                                                                                                                                |
| <b>Supplier's Business Continuity Manager</b> | the appropriate individual, acting as an informed and empowered point of contact for the Supplier, carrying out the appropriate Business Continuity Management Function in accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery), as appointed by the Supplier from time to time;                                                                                                                                                                              |
| <b>Supplier's Change Manager</b>              | the person appointed to that position by the Supplier from time to time and notified in writing to the Buyer or, if no person is notified, the Buyer's Representative;                                                                                                                                                                                                                                                                                                                   |
| <b>Supplier Common Service</b>                | the infrastructure common to the Supplier 111 Service and the Supplier NPFS Service;                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Supplier's Confidential Information</b>    | <ul style="list-style-type: none"> <li>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</li> <li>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has</li> </ul> |



**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                 |                                                                                                                                                                                                                                                                         |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                 | <p>come) to the Supplier's attention or into the Supplier's possession in connection with the Call-Off Contract; and</p> <p>c) information derived from any of (a) and (b) above;</p>                                                                                   |
| <b>Supplier's Contract Manager</b>              | the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment; |
| <b>Supplier Core Telephony Network</b>          | as defined in Paragraph 6.7.1.2 of Part B to Call-Off Schedule 14 (Service Levels);                                                                                                                                                                                     |
| <b>Supplier Dependencies</b>                    | any dependency identified as such in Annex 3 to the Co-operation Framework or otherwise identified and agreed as such in accordance with this Call-Off Contract;                                                                                                        |
| <b>Supplier Equipment</b>                       | the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;         |
| <b>Supplier's Final Supplier Personnel List</b> | a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;                                                                                                                            |
| <b>Supplier NLP Service</b>                     | the services, solution and functionality provided by the Supplier to fulfil the Buyer's Service Requirements relating to NLP;                                                                                                                                           |
| <b>Supplier Non-Performance</b>                 | <p>where the Supplier has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels; and/or</p> <p>c) comply with an obligation under the Call-Off Contract;</p>                |
| <b>Supplier NPFS NLP Services</b>               | any NLP Services requested by the Buyer in connection with the Supplier NPFS Services;                                                                                                                                                                                  |
| <b>Supplier NPFS Service(s)</b>                 | the services, solution and functionality provided by the Supplier to fulfil the Buyer's Service Requirements relating to NPFS Services;                                                                                                                                 |
| <b>Supplier Personnel</b>                       | has the same meaning as Supplier Staff;                                                                                                                                                                                                                                 |
| <b>Supplier Profit</b>                          | in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;                                      |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Supplier Profit Margin</b>                         | in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;                                                                                                                                                                                                                       |
| <b>Supplier's Provisional Supplier Personnel List</b> | a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier and whose employments are, as a consequence, likely to transfer to the Buyer and or/any Replacement Supplier and/or any Replacement Subcontractor pursuant to the Employment Regulations; |
| <b>Supplier Representative</b>                        | a representative appointed by the Supplier from time to time in relation to the Call-Off Contract in connection with a specific role, such as performance management, security, business continuity and disaster recovery, as notified to the other by the appointing party from time to time in writing;                                                                                                                                                                                              |
| <b>Supplier Review Board</b>                          | the board established in accordance with Paragraph 6 of Call-Off Schedule 15 (Call-Off Contract Management);                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Supplier Solution</b>                              | the Supplier's solution for the provision of the Deliverables set out in Part B (Supplier Solution) of Call-Off Schedule 20 (Call-Off Specification) including any Annexes to Part B of Schedule 20 (Call-Off Specification);                                                                                                                                                                                                                                                                          |
| <b>Supplier Staff</b>                                 | all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Call-Off Contract;                                                                                                                                                                                                                                                                                              |
| <b>Supplier System</b>                                | the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);                                                                                                                                                                                                              |
| <b>Supplier Test Window</b>                           | has the meaning ascribed to it in Paragraph 3.12.2.2 of Part A of Call-Off Schedule 20 (Call-Off Specification);                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Supplier 111 Video Consultation Service</b>        | the Service set out in Paragraph 3.1.9.2 of Part A of Call-Off Schedule 20 (Call-Off Specification);                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Supply Chain Information Report Template</b>       | the supply chain information report template set out in Annex 1 of Call-Off Schedule 34 (Supply Chain Visibility);                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Sustainability Plan</b>                            | the plan to be developed, implemented and complied with by the Supplier pursuant to Paragraph 7 of Call-Off Schedule 27 (Corporate Social Responsibility);                                                                                                                                                                                                                                                                                                                                             |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>System Test Milestone</b>          | the Achievement of the Milestone designated as the system test Milestone in the Detailed Implementation Plan and as required in Call-Off Schedule 13 (Implementation Plan and Testing);                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Technical Impact Assessment</b>    | an assessment of a Standard Service Request in similar form to the Change Authorisation Note set out in Call-Off Schedule 24 (Change Control Procedure);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Termination Assistance</b>         | <p>a) the provision of any configuration information reasonably required to effect the implementation of the Replacement Services excluding the Core Network;</p> <p>b) any activity required to facilitate the transition from the live operation of an existing Service to the live operation of a Replacement Service excluding the Core Network;</p> <p>c) the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer, pursuant to the Termination Assistance Notice; and</p> <p>d) such of the services as the Buyer may specify as set out in Annex 1 to Call-Off Schedule 10 (Exit Management);</p> |
| <b>Termination Assistance Charges</b> | the Charges identified as such in Call Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Termination Assistance Notice</b>  | has the meaning given to it in Paragraph 5.1 of Call-Off Schedule 10 (Exit Management);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Termination Assistance Period</b>  | the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.3 of Call-Off Schedule 10 (Exit Management);                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Termination Notice</b>             | a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate the Call-Off Contract on a specified date and setting out the grounds for termination;                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Termination Payment</b>            | a termination payment payable to the Supplier in the circumstances set out in Clause 10.3.3 and calculated in accordance with the provisions of Clause 10.3.3;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Termination Transfer Date</b>      | each date on which the Services or any part of the Service cease to be provided by the Supplier in circumstances where the Replacement Supplier or the Buyer will commence the provision of Replacement Services. Where there is a Partial Termination or where there are multiple Replacement Suppliers, there may be several Termination Transfer Dates;                                                                                                                                                                                                                                                                                                           |
| <b>Test Actors</b>                    | individuals (human or machine simulated) recruited to undertake tests on behalf of the Buyer acting as a user of any kind (e.g. patient, supervisor, call handler) to run test scripts on the 111                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                   |                                                                                                                                                                                                                                  |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                   | infrastructure, to prove the viability of the system to route and deliver calls;                                                                                                                                                 |
| <b>Test Completion Report (s)</b> | the report produced by the Supplier when it has completed the Testing;                                                                                                                                                           |
| <b>Test Issue(s)</b>              | any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in the Call-Off Contract;                                                                                                  |
| <b>Test Issue Management Log</b>  | a log for the recording of Test Issues as described further in Paragraph 8.1 of Part B of Call-Off Schedule 13 (Implementation Plan and Testing);                                                                                |
| <b>Test Issue Threshold</b>       | in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;                                                |
| <b>Test Plan</b>                  | a plan:<br>a) for the Testing of the Deliverables; and<br>b) setting out other agreed criteria related to the achievement of Milestones;                                                                                         |
| <b>Testing Quality Audit</b>      | has the meaning set out in Paragraph 10.1 of Part B of Call-Off Schedule 13 (Implementation and Testing);                                                                                                                        |
| <b>Tests and Testing</b>          | any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and " <b>Tested</b> " shall be construed accordingly;                                       |
| <b>Test Reports</b>               | the reports to be produced by the Supplier setting out the results of Tests;                                                                                                                                                     |
| <b>Test Specification</b>         | the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of Part B of Call-Off Schedule 13 (Implementation Plan and Testing); |
| <b>Test Strategy</b>              | a strategy for the conduct of Testing as described further in Paragraph 3.2 of Part B of Call-Off Schedule 13 (Implementation Plan and Testing);                                                                                 |
| <b>Test Success Criteria</b>      | in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of Part B of Call-Off Schedule 13 (Implementation Plan and Testing);                                                                |
| <b>Test Witness</b>               | any person appointed by the Buyer (or any applicable Cluster Members) pursuant to Paragraph 9 of Part B of Call-Off Schedule 13 (Implementation Plan and Testing);                                                               |
| <b>Testing Procedures</b>         | the applicable testing procedures and Test Success Criteria set out in Call-Off Schedule 13 (Implementation Plan and Testing);                                                                                                   |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Third Party IPR</b>                        | Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;                                                                                                                                                                                                                                                                                                                              |
| <b>Third Party Software</b>                   | software which is proprietary to any third party (other than an Affiliate of the Supplier) which is or will be used by the Supplier for the purposes of providing the Services;                                                                                                                                                                                                                                                                                          |
| <b>Time and Materials</b>                     | a pricing mechanism whereby the Buyer agrees to pay the Supplier based upon the work performed by the Supplier's employees and Subcontractors, and for materials used in the project, no matter how much work is required to complete the project;                                                                                                                                                                                                                       |
| <b>Toll Fraud Vulnerabilities</b>             | a security vulnerability in the Supplier Solution architecture that results in a security breach and causes the Buyer or any Cluster Member to incur any Charges or other losses except to the extent that such costs are caused by an act or omission resulting in an unauthorised security breach (including fraud or negligence) by the Buyer or any Cluster Member, their employees agents or contractors, or any third party not under the control of the Supplier; |
| <b>Transferable Assets</b>                    | Exclusive Assets which are capable of legal transfer to the Buyer;                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Transferable Contracts</b>                 | Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences and all relevant Documentation, excluding such contracts relating to the Core Network;                                                                                    |
| <b>Transferring Assets</b>                    | has the meaning given to it in Paragraph 8.3.1 of Call-Off Schedule 10 (Exit Management);                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Transferring Contracts</b>                 | has the meaning given to it in Paragraph 8.3.3 of Call-Off Schedule 10 (Exit Management);                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Transferring Buyer Employees</b>           | those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;                                                                                                                                                                                                                                                                         |
| <b>Transferring Former Supplier Employees</b> | in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;                                                                                                                                                                                                                             |
| <b>Transfer Date</b>                          | a Relevant Transfer Date or a Service Transfer Date;                                                                                                                                                                                                                                                                                                                                                                                                                     |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Transferring Supplier Employees</b>       | those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;                                                                                                                                                                                                                                                            |
| <b>Transparency Information</b>              | the Transparency Reports and the content of the Call-Off Contract, including any changes to this Call-Off Contract agreed from time to time, except for: <ul style="list-style-type: none"> <li>(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and</li> <li>(ii) Commercially Sensitive Information;</li> </ul> |
| <b>Transparency Reports</b>                  | the information relating to the Deliverables and performance of the Call-Off Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);                                                                                                                                                                   |
| <b>UAT</b>                                   | user acceptance testing: a testing process of verifying that that the Supplier Solution meets user needs and requirements;                                                                                                                                                                                                                                                                                  |
| <b>UKCs</b>                                  | United Kingdom countries: England, Northern Ireland, Wales and Scotland; and the Crown Dependencies;                                                                                                                                                                                                                                                                                                        |
| <b>UKHSA</b>                                 | the UK Health Security Agency (the successor to Public Health England (PHE));                                                                                                                                                                                                                                                                                                                               |
| <b>UKHSA Pandemic Abandoned Call Charges</b> | the Charges identified as such in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                    |
| <b>Unavailable</b>                           | in relation to a Service, means that the Service is not Available;                                                                                                                                                                                                                                                                                                                                          |
| <b>Unplanned Overage</b>                     | has the meaning given in Paragraph 3.6.2 of Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                          |
| <b>Upper Quartile</b>                        | in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables;                                                                                                                                |
| <b>US-EU Privacy Shield Register</b>         | a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: <a href="https://www.privacyshield.gov/list">https://www.privacyshield.gov/list</a> ;                                                  |
| <b>Use Case Configuration Charges</b>        | the Charges identified as such in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                                                                                                    |
| <b>Users</b>                                 | an individual who uses a Service;                                                                                                                                                                                                                                                                                                                                                                           |

**Call-Off Schedule 23 (Definitions)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                 |                                                                                                                                                                                                                                                                                                                         |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>User Forums</b>              | a physical or virtual meeting hosted by the Supplier and open to all Cluster Members to attend, along with a representative of the Supplier;                                                                                                                                                                            |
| <b>Variable Usage Charges</b>   | the Charges identified as such in Call Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                |
| <b>Variation</b>                | means the same as “Change”;                                                                                                                                                                                                                                                                                             |
| <b>Variation Form</b>           | means the same as “Change Request”;                                                                                                                                                                                                                                                                                     |
| <b>Variation Procedure</b>      | means the same as “Change Control Procedure”;                                                                                                                                                                                                                                                                           |
| <b>VAT</b>                      | value added tax in accordance with the provisions of the Value Added Tax Act 1994;                                                                                                                                                                                                                                      |
| <b>Version Control</b>          | procedures to control correct release or version of Deliverables;                                                                                                                                                                                                                                                       |
| <b>VCSE</b>                     | a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;                                                                                                                                                             |
| <b>Voice Recording</b>          | a software/platform solution to record customer interactions across multi-channel and media streams (including Voice, Video, Text, Messaging, email, IVR and Chat bots) in a digital file format. It also provides the ability to retrieve, playback, quality audits, voice analytics, store and share call recordings; |
| <b>Voice Recording Platform</b> | a Service Element on the Cloud Telephony Platform for Voice Recording;                                                                                                                                                                                                                                                  |
| <b>VOIP Carrier Charge(s)</b>   | the Charges identified as such in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                |
| <b>VOIP Charges</b>             | the Charges identified as such in Call-Off Schedule 5 (Pricing Details);                                                                                                                                                                                                                                                |
| <b>Vulnerability</b>            | a weakness that allows unauthorised access to a network or solution;                                                                                                                                                                                                                                                    |
| <b>Working Day</b>              | any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form or in a Change Authorisation Note for providing services in Northern Ireland or Scotland or any Crown Dependencies (where applicable);                                       |
| <b>Working Hours</b>            | means 8.00am and 5.00pm on Working Days.                                                                                                                                                                                                                                                                                |

**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 24  
CHANGE CONTROL PROCEDURE**



**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Call-Off Schedule 24 (Change Control Procedure)**

### **1. INTRODUCTION**

- 1.1. In this Call-Off Schedule, all defined terms are set out in Call-off Schedule 23 (Definitions).
- 1.2. This Call-Off Schedule sets out the procedure for dealing with Contract Changes. Where the Buyer requires the Supplier's Call-Off Catalogue, Contract Changes to the Supplier's Call-Off Catalogue shall be carried out in accordance with Clause 24 of the Call-Off Contract (as varied in Annex 1 of the Order Form) and this Call-Off Schedule.
- 1.3. Service Requests and Operational Changes shall be processed in accordance with (respectively) Paragraphs 9 and 10 below. If either Party is in doubt about whether a Change falls within the definition of an Operational Change or a Service Request then it shall be processed as a Contract Change.
- 1.4. Where required by the Buyer Emergency Changes will be dealt with following the process set out in Appendix 1 of this Call-Off Schedule. It is only the Buyer that has the right to request Emergency Changes.
- 1.5. For the avoidance of doubt, where the Service Requirements set out the NPFS Lifecycle any movement through the NPFS Lifecycle, shall not constitute a Change under this Call-Off Contract but shall be a core part of the Supplier NPFS Services, to be supplied.
- 1.6. For the avoidance of doubt, unless explicitly stated in this Call-Off Schedule, references to the Buyer in this Call-Off Schedule shall refer only to the NHS Commissioning Board.

### **2. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE**

- 2.1. Under this Change Control Procedure:
  - 2.1.1 either the Buyer or the Supplier may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 4 below;
  - 2.1.2 the Supplier shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph 5 below before the Contract Change can be either Approved or implemented;
  - 2.1.3 the Buyer shall have the right to request amendments to a Change Request and Approve or reject it, in the manner set out in Paragraph 6 below;

**OFFICIAL**

**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 2.1.4 the Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 7 below;
  - 2.1.5 no proposed Contract Change shall be implemented by the Supplier until such time as a Change Authorisation Note has been signed and issued by the Buyer in accordance with Paragraph 6.1.5 below; and
  - 2.1.6 if the circumstances or nature of a proposed Contract Change mean that it is a Fast-track Change then it shall be processed in accordance with Paragraph 8 below.
  - 2.1.7 if an Emergency Change is requested this Call-Off Schedule including the other provisions of this Paragraph 2, only applies to the extent set out in Appendix 1.
- 2.2. To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties shall follow the procedures set out in Call-Off Schedule 13 (Implementation Plan and Testing) and, where appropriate, the Change Authorisation Note relating to such a Contract Change shall specify a Key Milestone and Key Milestone Date in respect of such Contract Changes for the purposes of such procedures.
- 2.3. Until such time as a Change Authorisation Note has been signed and issued by the Buyer in accordance with Paragraph 6.1.5 below, then:
  - 2.3.1 unless the Buyer expressly agrees otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Call-Off Contract as if the proposed Contract Change did not apply; and
  - 2.3.2 any discussions, negotiations or other communications which may take place between the Buyer and the Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Agreement.
- 2.4. Nothing in this Call-Off Schedule limits the Buyer's rights to receive a reduction in the Charges as a result of a Change.
- 2.5. Any timescales specified in this Call-Off Schedule may at the Buyer's sole option at any time be extended to allow for any Part A Cluster Member (as defined in Call-Off Schedule 12 (Cluster Members)) affected by any such Change to input into the relevant Change Control Procedure.
- 2.6. In the event of a Health Emergency, any timescales specified in this Call-Off Schedule may at the Buyer's sole option at any time be reduced.

**OFFICIAL**

**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 2.7. Notwithstanding the timescales set out in this Call-Off Schedule for agreeing a Contract Change, any cost proposal including as part of an Impact Assessment, provided by the Supplier will remain valid for ninety (90) days from the date it is received by the Buyer.
- 2.8. Any Part A or Part B Cluster Member who will receive the benefit of any Services under a Change Authorisation Note and who will have an obligation to make payments to the Supplier (i) pursuant to Paragraph 11.2.7 of Call-Off Schedule 5 (Pricing Details) and (ii) to the extent of any other payments or amounts are due to the Supplier elsewhere in this Call-Off Contract shall be required to sign the Change Authorisation Note and confirm its direct payment, or other (if any) obligations to the Supplier accordingly.

**3. COSTS**

- 3.1. Subject to Paragraph 3.3 below, each Party shall bear its own costs in relation to the preparation and agreement of each Change Request and the Supplier shall bear all costs in developing Impact Assessments, such as discovery work, up to four thousand pounds sterling (£4,000) per Impact Assessment. Any costs in developing Impact Assessments which exceed four thousand pounds sterling (£4,000) must be Approved by the Buyer and calculated and charged in accordance with the principles (including any Day Rates) set out in Call-Off Schedule 5 (Pricing Details). Any costs exceeding four thousand pounds sterling (£4,000) and which are Approved by the Buyer shall only be payable by the Buyer in the following instances:
  - 3.1.1 the Contract Change does not result in any increase in the Charges or any additional costs being incurred by the Buyer; or
  - 3.1.2 the Contract Change being rejected by the Buyer; and
  - 3.1.3 the Buyer is only liable for those costs exceeding four thousand pounds sterling.
- 3.2. All Contract Changes shall be calculated and charged in accordance with the principles (including any Day Rates) set out in Call-Off Schedule 5 (Pricing Details).
- 3.3. If a Change is needed due to any error or Default by the Supplier, the Supplier shall bear both Parties' costs incurred in relation to this Change Control Procedure.

**4. CHANGE REQUEST**

- 4.1. Either the Buyer or the Supplier may issue a Change Request to the other Party at any time during the Call-Off Contract Period. The Change Request shall be substantially in the form of Annex 1 to this Call-Off

**OFFICIAL**

**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Schedule and must state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.

- 4.2. If the Supplier issued the Change Request, then it shall also provide an Impact Assessment to the Buyer as soon as is reasonably practicable but in any event within ten (10) Working Days (or such other period as agreed by the Parties in writing) of the date of issuing the Change Request.
- 4.3. If the Buyer issued the Change Request, then the Supplier shall provide an Impact Assessment to the Buyer as soon as is reasonably practicable but in any event within ten (10) Working Days (or such other period as agreed by the Parties in writing) of the date of receiving the Change Request from the Buyer provided that if the Supplier requires any clarifications in relation to the Change Request before it can deliver the Impact Assessment, then it shall promptly notify the Buyer in writing and the time period shall be extended by the time taken by the Buyer to provide those clarifications. The Buyer shall respond to the request for clarifications as soon as is reasonably practicable and the Supplier shall provide the Buyer with sufficient information to enable it to understand fully the nature of the request for clarification.
- 4.4. All Change Requests shall be acknowledged in writing by the Receiving Party within one (1) Working Day.

**5. IMPACT ASSESSMENT**

- 5.1. Each Impact Assessment shall be completed in good faith and shall include:
  - 5.1.1 details of the proposed Contract Change including the reason for the Contract Change;
  - 5.1.2 details of the impact of the proposed Contract Change on the Services and the Supplier's ability to meet its other obligations under this Call-Off Contract including as a minimum the impact on reliability, service availability, information governance, exit, accessibility, regulatory compliance and/or on any Cluster Member. Where any risks identified are quantifiable this must be clearly set out in the Impact Assessment along with the relationship between the risk and the service provision;
  - 5.1.3 any Variation to the terms of this Call-Off Contract that will be required as a result of that impact and including changes to:
    - 5.1.3.1. the Service Requirements, Supplier Services and the Service Level Thresholds;
    - 5.1.3.2. the format of Buyer Data;

**OFFICIAL**

**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 5.1.3.3. the Milestones, Implementation Plan and any other timetable previously agreed in writing by the Parties;
    - 5.1.3.4. other services provided by third party contractors to the Buyer, including any changes required by the proposed Contract Change to the Buyer System;
  - 5.1.4 details of the cost of implementing the proposed Contract Change including any payment profile;
  - 5.1.5 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
  - 5.1.6 a timetable for the implementation, together with a detailed Test Plan for any part of the Change which is technical in nature and any proposals for the acceptance of the Contract Change;
  - 5.1.7 a demonstration by the Supplier that the Change provides value for money to the Buyer;
  - 5.1.8 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law;
  - 5.1.9 such other information as the Buyer may reasonably request in (or in response to) the Change Request;
  - 5.1.10 an analysis of the risks arising from the implementation of the Change and a proposal as to pro-active management of the risks identified by both the Buyer and the Supplier;
  - 5.1.11 a security impact level analysis of the proposed Change to ensure that deployment of changed Service does not jeopardise the impact level of other Services that are Delivered to the Buyer;
  - 5.1.12 a consideration of the impact (if any) of the Employment Regulations and pensions;
- 5.2. If the Contract Change involves, or may involve, a Change in how Personal Data is processed, including a transfer of any Personal Data outside the UK (such as where the hosting location of Personal Data changes to a non-UK location, or where a non-UK Subprocessor is appointed), the Impact Assessment shall also require a Data Protection

**OFFICIAL**

**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Impact Assessment in accordance with Paragraph 1.3 of Call-Off Schedule 33 (Processing Data).

- 5.3. Subject to the provisions of Paragraph 5.4 below, the Buyer shall review the Impact Assessment and, within fifteen (15) Working Days (or such other period as the Buyer determines) of receiving the Impact Assessment, it shall respond to the Supplier in accordance with Paragraph 6 below.
- 5.4. If the Buyer is the Receiving Party and the Buyer reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment then, within five (5) Working Days (or such other period as the Buyer determines) of receiving the Impact Assessment, it shall notify the Supplier in writing of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Buyer within ten (10) Working Days (or such other period as agreed by the Parties in writing) of receiving such notification. At the Buyer's discretion, acting reasonably, the Parties shall repeat the process described in this Paragraph 5.4 until the Buyer is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

**6. BUYER'S RIGHT OF APPROVAL AND REJECTION**

- 6.1. Within fifteen (15) Working Days (or such other period as the Buyer determines) of receiving the Impact Assessment from the Supplier or within ten (10) Working Days (or such other period as the Buyer determines) of receiving the further information that it may request pursuant to Paragraph 5.4 above, the Buyer shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
  - 6.1.1 Approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 6.1.5 below;
  - 6.1.2 In its absolute discretion whilst relevant approvals are sought request that the Contract Change is held by the Supplier for up to a maximum of ninety (90) Working Days from the date of the request, with no further action being taken but not being treated as having been rejected in accordance with Paragraph 6.1.3;
  - 6.1.3 in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier in writing of the rejection. The Buyer shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Buyer does reject a Contract Change, then it shall explain

**OFFICIAL**

**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or

6.1.4 in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the Change Request and/or Impact Assessment in which event the Supplier shall make such modifications within five (5) Working Days (or such other period as agreed by the Parties in writing) of such request. Subject to Paragraph 5.4 above, on receiving the modified Change Request and/or Impact Assessment, the Buyer shall Approve or reject the proposed Contract Change within ten (10) Working Days (or such other period as agreed by the Parties in writing) of such receipt.

6.1.5 If the Buyer Approves the proposed Contract Change pursuant to Paragraph 6.1 above and it has not been rejected by the Supplier in accordance with Paragraph 7 below, then it shall inform the Supplier and the Supplier shall prepare two (2) copies (or multiple copies where a Cluster Members' Approval is required) of a Change Authorisation Note which it shall sign and deliver to the Buyer for its signature. Following receipt by the Buyer of the original, signed Change Authorisation Note, it shall sign both copies and return one (1) copy to the Supplier. On the Buyer's signature, the Change Authorisation Note shall constitute a binding variation to this Agreement provided that the Change Authorisation Note is signed by the appropriate person(s) specified in Paragraph 12 below.

6.2. Should the Buyer exercise its right under Paragraph 6.1.2 of this Call-Off Schedule then the process set out in Paragraph 6.1.5 of this Call-Off Schedule will only apply once the Buyer has further Approved the Contract Change.

**7. SUPPLIER'S RIGHT OF REJECTION**

7.1. The Supplier may reject a proposed Contract Change if (and only if) following an Impact Assessment the Supplier reasonably believes that any proposed Contract Change which is requested by the Buyer would:

7.1.1 materially and adversely affect the risks to the health and safety of any person (but not including any clinical risk which shall be managed through separate clinical governance arrangements);

7.1.2 require the Services to be performed in a way that infringes any Law;

**OFFICIAL**

**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 7.1.3 cause any consent to be revoked (or a new consent required to implement the relevant Change in Service to be unobtainable);
  - 7.1.4 materially and adversely affect the Supplier's ability to Deliver the Services;
  - 7.1.5 require the Supplier to implement the Change in Service in an unreasonable period of time; and/or
  - 7.1.6 (if implemented) materially and adversely change the nature of the Services (including the risk profile).
- 7.2. If the Supplier rejects a Contract Change (in accordance with Paragraph 7.1 above) which is requested by the Buyer it shall notify the Buyer in writing of its reasons for doing so within five (5) Working Days (or such other period as agreed by the Parties in writing) after the date on which it is obliged to deliver the Impact Assessment in accordance with Paragraph 4.3 above.

**8. FAST-TRACK CHANGES**

- 8.1. The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.
- 8.2. If the proposed Contract Change is not significant (as determined by the Buyer acting reasonably) and both Parties agree in relation to a proposed Contract Change that:
  - 8.2.1 the Contract Change does not involve any alteration to, or deviation from, the contractual principles set out in this Call-Off Contract; and
  - 8.2.2 the value of the proposed Contract Change does not exceed ten thousand pounds sterling (£10,000),

then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs 3 to 7 (inclusive) above but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days (or such other period as agreed by the Parties in writing), any period of ten (10) Working Days is reduced to two (2) Working Days (or such other period as agreed by the Parties in writing) and any period of five (5) Working Days is reduced to one (1) Working Day (or such other period as agreed by the Parties in writing).

**OFFICIAL**



**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**9. SERVICE REQUEST PROCEDURE**

- 9.1. The procedure for raising and logging (via the Supplier's Service Desk) Service Requests shall be set out in the Call-Off Operating Manual. As a minimum, the Call-Off Operating Manual must:
  - 9.1.1 have regard for, and not vary, any of the conditions set out in Paragraph 9.2 below;
  - 9.1.2 have regard for, and not vary, any Service Level Thresholds;
  - 9.1.3 recognise that Part A Cluster Members that have already signed a Change Authorisation Note in accordance with Paragraph 2.8 of this Call-Off Schedule and Paragraph 3.6 of Call-off Schedule 12 (Clustering) may, dependent on the content of the relevant Change Authorisation Note, be authorised to raise Pre-Defined Service Requests in accordance with Paragraph 3.28.1 of Call-Off Schedule 12 (Clustering);
  - 9.1.4 contain a process that fully documents the initiation, review, approval and rejection of Service Requests including the individuals authorised by each Party to approve Service Requests. Service Requests may be reviewed by the Services Board in accordance with Paragraph 4.1.7 of Call-Off Schedule 15 (Call-Off Contract Management); and
  - 9.1.5 make it clear that only when a Service Request has been Approved and signed by the specified authorised individuals of the Buyer, the Supplier and where relevant the Part A Cluster Member shall it form part of and be incorporated into this Call-Off Contract.
- 9.2. In addition to any conditions set out in the Call-Off Operating Manual, Service Requests may only be used by the Parties where a Change:
  - 9.2.1 applies Charges already set out in Annex 7 of Call-Off Schedule 5 (Pricing Details); and
  - 9.2.2 does not change any Services or Charges set out in this Call-Off Contract; and
  - 9.2.3 does not require an Impact Assessment (which is different to a Technical Impact Assessment) or a Contract Change; and
  - 9.2.4 does not breach any EU procurement laws (including the regulations) or any alternative equivalent legislation.
- 9.3. The Buyer may, at its sole option and at any time, elect in writing to treat any Pre-Defined Service Request or Standard Service Request as a

**OFFICIAL**

**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Contract Change and the applicable Contract Change provisions of this Call-Off Schedule shall apply accordingly.

**10. OPERATIONAL CHANGES**

Operational Changes shall follow the change process set out in the ITIL or equivalent best practice guidelines and any such Operational Change shall be implemented by the Supplier in accordance with such guidelines.

**11. CHANGE AUTHORISATION**

Any proposed Contract Change processed in accordance with this Call-Off Schedule shall not be authorised and the Supplier shall not implement any proposed Contract Change until the Change Authorisation Note is signed and executed by the Director of Finance or Deputy Director of Finance of the Buyer and/or the Buyer's nominated individual as set out in written delegation from the Buyer's Director of Finance, in accordance with the Buyer's contract change authorisation and sign off procedure(s), as notified to the Supplier in writing from time to time.

**12. COMMUNICATIONS**

12.1. For any Change Communication to be valid under this Call-Off Schedule, it must be sent to either the Buyer's Change Manager or the Supplier's Change Manager, as applicable. All Change Communications may be hand delivered or sent by first class post, or by e-mail. Unless agreed in writing by the Buyer all original and signed Change Authorisation Notes must be sent recorded delivery. Where the Buyer agrees that it is not possible to send original and signed Change Authorisation Notes by recorded delivery each Party holding such documents will retain those documents and send a scanned copy by email to the other Party. Change Communications shall be deemed to have been received at the following times:

- 12.1.1 if hand delivered, then at the time of delivery or, if delivered after 16:00 hours, on the next Working Day;
- 12.1.2 in the case of pre-paid first-class post, three (3) Working Days from the date of posting;
- 12.1.3 in the case of recorded delivery post, when the tracking system used to show the delivery by the delivery company, records a signature of receipt by the intended party; or
- 12.1.4 in the case of e-mail the time on receipt of a "read receipt" from the named recipient of the email unless after 16:00 hours when the time of delivery will be the next Working Day. An email will only be valid if the documents referenced in the email are attached and the original documents of the attachments are received by pre-paid first-class post or where

**OFFICIAL**

**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

required by recorded delivery within three (3) Working Days from the date of receipt of the email unless the Buyer has agreed in writing that the documents are retained by the sending Party until a later date.

- 12.2. In proving service, it shall be sufficient to prove that the envelope containing the Change Communication was addressed to the relevant Party at its address previously notified for the receipt of notices (or as otherwise notified by that Party in writing) and delivered either to that address or into the custody of the postal authorities as pre-paid first class post.

**OFFICIAL**

**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Appendix 1: Emergency Changes**

### **1. USE OF EMERGENCY CHANGES**

- 1.1. The Buyer will only request Emergency Changes in the following circumstances:
  - 1.1.1. When a Health Emergency has occurred or is believed by the Buyer to be imminent; and
  - 1.1.2. Where the processes set out in Paragraphs 4 to 12 of this Call-Off Schedule, including the process for Fast-track Changes, are not considered by the Buyer to be appropriate to enable and/or require the Parties to respond with the required urgency; and
  - 1.1.3. When the Buyer can provide to the Supplier evidence that all Charges payable pursuant to the process of dealing with an Emergency Change and Approved by the Buyer will be paid for.
- 1.2. The Buyer may make an Emergency Change Request in relation with the highly sensitive or confidential matter. To the extent that it is able to, the Buyer will share reasons for the Emergency Change with the Supplier. The Supplier will act accordingly in the strictest confidence when dealing with an Emergency Change Request.

### **2. PART A CLUSTER MEMBERS**

- 2.1. Any Part A Cluster Member who will consume of any Services Delivered as part of an Emergency Change and who will have an obligation to make payments to the Supplier (i) pursuant to Paragraph 11.2.7 of Call-Off Schedule 5 (Pricing Details) and (ii) to the extent of any other payments or amounts are due to the Supplier elsewhere in this Call-Off Contract shall be required to sign the Change Authorisation Note and confirm its direct payment, or other (if any) obligations to the Supplier accordingly.

### **3. COSTS**

- 3.1. Subject to Paragraph 3.3 below, each Party shall bear its own costs in relation to the preparation and agreement of each Emergency Change Request and the Supplier shall bear all costs in developing Outline Emergency Impact Assessments and Full Emergency Impact Assessments, such as discovery work, up to four thousand pounds sterling (£4,000) per Emergency Change. Any costs in developing together the Outline Emergency Impact Assessments and Full Emergency Impact Assessments which exceed four thousand pounds

**OFFICIAL**

**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

sterling (£4,000) must be Approved by the Buyer and calculated and charged in accordance with the principles (including any Day Rates) set out in Call-Off Schedule 5 (Pricing Details). Any costs exceeding four thousand pounds sterling (£4,000) and which are Approved by the Buyer shall only be payable by the Buyer in the following instances:

- 3.1.1. the Emergency Change does not result in any increase in the Charges or any additional costs being incurred by the Buyer; or
- 3.1.2. the Emergency Change being rejected by the Buyer; and
- 3.1.3. the Buyer is only liable for those costs exceeding four thousand pounds sterling.
- 3.2. All Emergency Changes shall be calculated and charged in accordance with the principles (including any Day Rates) set out in Call-Off Schedule 5 (Pricing Details).
- 3.3. If an Emergency Change is needed due to any error or Default by the Supplier, the Supplier shall bear both Parties' costs incurred in relation to this Change Control Procedure.

**4. EMERGENCY CHANGE REQUEST**

- 4.1. The Buyer may issue an Emergency Change Request to the Supplier in accordance with Paragraph 1.1 of this Appendix 1. The Supplier will never issue an Emergency Change Request. The Emergency Change Request shall be in writing and as a minimum will include:
  - 4.1.1. A brief outline of the Emergency Change required; including whether it is in relation to the Supplier 111 Service or the Supplier NPFS Service or both;
  - 4.1.2. The date by which it must be implemented, which (unless agreed between the Buyer and the Supplier) will be no less than five (5) Working Days after the date of the Emergency Change Request;
  - 4.1.3. The date by which an estimate of time and costs must be provided by the Supplier to the Buyer, which will be no less than twenty four (24) hours after the time of the Emergency Change Request; or where an Outline Emergency Impact Assessment is requested, at the same time as the Outline Emergency Impact Assessment is provided.
  - 4.1.4. Whether an Emergency Impact Assessment is required, in which case the Outline Emergency Impact Assessment will not be required within less than twenty four (24) hours from the time of the Emergency Change Request;

**OFFICIAL**

**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 4.2. If the Buyer requests an Emergency Impact Assessment then:
  - 4.2.1. an Outline Emergency Impact Assessment will be provided prior to Approval to implement the Emergency Change;
  - 4.2.2. a Full Emergency Impact Assessment will be delivered as part of the implementation of the Emergency Change; and
  - 4.2.3. should the Supplier require any clarifications in relation to the Emergency Change Request before it can deliver the Outline Emergency Impact Assessment, it will act reasonably and promptly to notify the Buyer in writing and the time period for delivery of the Outline Emergency Impact Assessment shall be extended by the time taken by the Buyer to provide those clarifications;
  - 4.2.4. the Buyer will respond to the request for clarifications as soon as is reasonably practicable and the Supplier will provide the Buyer with sufficient information to enable it to understand fully the nature of the request for clarification.
- 4.3. All Emergency Change Requests shall be acknowledged in writing by the Supplier within four (4) hours of being sent by the Buyer including outside of Working Hours, so long as the Buyer has made the request using the on-call escalation process.
- 4.4. The proposed Charges included in the response to the Emergency Change Request will be based on the Day Rates included in Annex 8 of Call-Off Schedule 5 (Pricing Details) for Lot A Services. Any proposed Charges based on Day Rates for non-Working Days will require prior written Approval of the Buyer.

**5. EMERGENCY IMPACT ASSESSMENT**

- 5.1. Where an Emergency Change Request requires an Emergency Impact Assessment, the following will apply:
  - 5.1.1. Each Emergency Impact Assessment shall be completed in good faith.
  - 5.1.2. On receipt of an Emergency Change Request that requires an Emergency Impact Assessment, the Supplier will provide an Outline Emergency Impact Assessment in accordance with Paragraph 4.1.4 of this Appendix 1. The Outline Emergency Impact Assessment will include:
    - 5.1.2.1. details of the proposed Emergency Contract Change including where supplied by the Buyer, the reason for the Emergency Contract Change;

**OFFICIAL**

**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 5.1.2.2. an outline of the impact of the proposed Emergency Contract Change on the Services and the Supplier's ability to meet its other obligations under this Call-Off Contract including as a minimum the impact on reliability, service availability, information governance, exit, accessibility, regulatory compliance and/or on any Cluster Member and the risks associated with the Emergency Contract Change. The Supplier must state whether it believes the risk to be quantifiable or not;
- 5.1.2.3. an outline of any Variation to the terms of this Call-Off Contract that will be required as a result of that impact and including changes to:
  - (i) the Service Requirements, Supplier Services and the Service Level Thresholds;
  - (ii) the format of Buyer Data;
  - (iii) the Milestones, Implementation Plan and any other timetable previously agreed in writing by the Parties;
- 5.1.2.4. the cost of implementing the proposed Emergency Contract Change including an outline payment profile;
- 5.1.2.5. outline proposals of the ongoing costs required by the proposed Emergency Contract Change when implemented;
- 5.1.2.6. a confirmation by the Supplier that the Emergency Contract Change provides value for money to the Buyer;
- 5.1.2.7. identification of any implications of the proposed Emergency Contract Change will have on compliance with any applicable Change in Law;
- 5.1.2.8. such other information as the Buyer may reasonably request in (or in response to) the Emergency Change Request;
- 5.1.2.9. a high level assessment of the risks arising from the implementation of the Emergency Contract Change and an outline proposal as to pro-active

**OFFICIAL**

**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

management of the risks identified by both the Buyer and the Supplier;

- 5.1.2.10. an outline security impact level analysis of the proposed Emergency Contract Change to ensure that deployment of changed Service does not jeopardise the impact level of other Services that are Delivered to the Buyer;

5.1.3. A Full Emergency Impact Assessment will be carried out once the Outline Emergency Impact Assessment is Approved in accordance with Paragraph 6.1.1 of this Appendix. It will be undertaken in parallel with the implementation of the Emergency Change requested delivered to the Buyer within five (5) Working Days of Approval of the Outline Emergency Impact Assessment. In particular the Full Emergency Impact Assessment will highlight any changes to the positions adopted, or proposals made, by the Supplier in the Outline Emergency Impact Assessment and will include:

- 5.1.3.1. details of the proposed Emergency Contract Change including, where supplied by the Buyer, the reason for the Emergency Contract Change;

- 5.1.3.2. details of the impact of the proposed Emergency Contract Change on the Services and the Supplier's ability to meet its other obligations under this Call-Off Contract including as a minimum the impact on reliability, service availability, information governance, exit, accessibility, regulatory compliance and/or on any Cluster Member. Where any risks identified are quantifiable this must be clearly set out in the Full Emergency Impact Assessment along with the relationship between the risk and the service provision;

- 5.1.3.3. any Variation to the terms of this Call-Off Contract that will be required as a result of that impact and including changes to:

- (i) the Service Requirements, Supplier Services and the Service Level Thresholds;
- (ii) the format of Buyer Data;
- (iii) the Milestones, Implementation Plan and any other timetable previously agreed in writing by the Parties;

**OFFICIAL**



**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- (iv) other services provided by third party contractors to the Buyer, including any changes required by the proposed Contract Change to the Buyer System;
- 5.1.3.4. details of the cost of implementing the proposed Emergency Contract Change including any payment profile and any changes to the outline costs provided with the Outline Emergency Impact Assessment;
- 5.1.3.5. details of the ongoing costs required by the proposed Emergency Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party. Any changes to those costs provided in the Outline Emergency Impact Assessment must be clearly identified;
- 5.1.3.6. a timetable for the implementation, together with a detailed Test Plan for any part of the Emergency Contract Change which is technical in nature and any proposals for the acceptance of the Emergency Contract Change;
- 5.1.3.7. a clear rationale by the Supplier that the Emergency Contract Change provides value for money to the Buyer;
- 5.1.3.8. details of how the proposed Emergency Contract Change will ensure compliance with any applicable Change in Law;
- 5.1.3.9. such other information as the Buyer may reasonably request in (or in response to) the Emergency Change Request;
- 5.1.3.10. an analysis of the risks arising from the implementation of the Emergency Contract Change and a proposal as to pro-active management of the risks identified by both the Buyer and the Supplier;
- 5.1.3.11. a security impact level analysis of the proposed Emergency Contract Change to ensure that deployment of changed Service does not jeopardise the impact level of other Services that are Delivered to the Buyer;

**OFFICIAL**

**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 5.1.3.12. a consideration of the impact (if any) of the Employment Regulations and pensions; and
- 5.1.3.13. any changes that will be required to the original proposal provided with the Outline Emergency Impact Assessment based on the further work undertaken to produce the Full Emergency Impact Assessment.
- 5.2. If the Emergency Contract Change involves, or may involve, a Change in how Personal Data is processed, including a transfer of any Personal Data outside the UK (such as where the hosting location of Personal Data changes to a non-UK location, or where a non-UK Subprocessor is appointed), the Outline Emergency Impact Assessment shall identify this need and the Full Emergency Impact Assessment will include confirmation that a Data Protection Impact Assessment shall be carried out in accordance with Paragraph 1.3 of Call-Off Schedule 33 (Processing Data).
- 5.3. The Buyer shall review the Full Emergency Impact Assessment and, within three (3) Working Days (or such other period as the Buyer determines) of receiving the Full Emergency Impact Assessment, it shall respond to the Supplier in accordance with Paragraph 6.3 of this Appendix 1.

**6. BUYER'S RIGHT OF APPROVAL AND REJECTION**

- 6.1. Within twenty four (24) hours (or such other period as the Buyer determines) of receiving the Outline Emergency Impact Assessment from the Supplier the Buyer shall evaluate the Emergency Contract Change and the Outline Emergency Impact Assessment and shall do one of the following:
  - 6.1.1. Approve the proposed Emergency Contract Change and where deemed necessary by the Buyer, request a Full Emergency Impact Assessment, in which case the Parties shall follow the procedure set out in Paragraph 6.2 below. The request for a Full Emergency Impact Assessment will not prevent the Supplier from implementing the Emergency Contract Change;
  - 6.1.2. In its absolute discretion whilst relevant approvals are sought request that the Emergency Contract Change is held by the Supplier for up to a maximum of ninety (90) days from the date of the request, with no further action being taken but not being treated as having been rejected in accordance with Paragraph 6.1.3;
  - 6.1.3. in its absolute discretion reject the Emergency Contract Change, in which case it shall notify the Supplier in writing of

**OFFICIAL**

**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

the rejection. If the Buyer does reject an Emergency Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or

- 6.1.4. in the event that it reasonably believes that an Emergency Change Request or Outline Emergency Impact Assessment contains errors or omissions, require the Supplier to modify the Emergency Change Request and/or Outline Emergency Impact Assessment in which event the Supplier shall make such modifications within twenty four (24) hours (or such other period as agreed by the Parties in writing) of such request. On receiving the modified Emergency Change Request and/or Outline Emergency Impact Assessment, the Buyer shall Approve or reject the proposed Emergency Contract Change within twenty four (24) hours (or such other period as the Buyer determines) of such receipt.
- 6.2. If the Buyer Approves the proposed Emergency Contract Change pursuant to Paragraph 6.1.1 above then it shall inform the Supplier and the Supplier shall prepare a final written proposal for the Emergency Contract Change with any Outline Emergency Impact Assessment attached. The final draft Emergency Contract Change will include the estimated Charges.
- 6.3. Once a Full Emergency Impact Assessment has been provided by the Supplier in accordance with Paragraph 5.1.3 of this Appendix 1 the Buyer will:
  - 6.3.1. In its absolute discretion, Approve the proposed Full Emergency Impact Assessment including where necessary any additional Charges;
  - 6.3.2. in the event that it reasonably believes that the Full Emergency Impact Assessment contains errors or omissions, require the Supplier to modify the Full Emergency Impact Assessment in which event the Supplier shall make such modifications within twenty four (24) hours (or such other period as agreed by the Parties in writing) of such request.
  - 6.3.3. On receiving the modified Full Emergency Impact Assessment, the Buyer shall Approve or reject the proposed Emergency Contract Change within twenty four (24) hours (or such other period as the Buyer determines) of such receipt.
- 6.4. On receipt of Approval of the Full Emergency Impact Assessment the Supplier will provide an updated Emergency Contract Change proposal including the final Full Emergency Impact Assessment including the full list of Charges.

**OFFICIAL**

**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**7. SUPPLIER'S RIGHT OF OBJECTION**

- 7.1. The Supplier may object to a proposed Emergency Contract Change if (and only if) following completion of an Outline Emergency Impact Assessment the Supplier reasonably believes that any proposed Emergency Contract Change which is requested by the Buyer would materially and adversely affect the risks to the health and safety of any person (but not including any clinical risk which shall be managed through separate clinical governance arrangements).
- 7.2. If the Supplier objects to an Emergency Contract Change (in accordance with Paragraph 7.1 above) which is requested by the Buyer, it shall notify the Buyer in writing of its reasons for doing so within twenty four (24) hours (or such other period as the Buyer determines) after the date on which it is obliged to deliver the Outline Emergency Impact Assessment.
- 7.3. On receipt of an objection by the Supplier in accordance with this Paragraph 7 of Appendix 1, the Buyer will act reasonably and consider the reasons given for the objection. The Buyer will respond to the Supplier within two (2) Working Days of receipt either with proposals to address the objection or with a requirement to continue with the Emergency Contract Change proposal as originally requested, in which case the Buyer will provide reasons for its request. In either event, the Supplier will continue to act in accordance with the Buyers instructions and there will be no further delay to the implementation of the Emergency Contract Change.

**8. CHANGE AUTHORISATION**

- 8.1. Any proposed Emergency Contract Change processed in accordance with this Call-Off Schedule shall be authorised as follows:
  - 8.1.1. The Supplier will provide the written proposal in accordance with Paragraph 6.1.5, and where relevant updated in accordance with Paragraph 6.4, of this Appendix 1;
  - 8.1.2. The Buyer's Change Manager will provide written acceptance of the proposal to the Supplier's Change Manager in the form agreed by the Parties and set out in the Call-Off Operating Manual.
- 8.2. The written acceptance by the Buyer under Paragraph 8.1.2 of this Appendix 1 is sufficient to allow the Supplier to raise one or more invoices for the Charges related to the Emergency Change up to the maximum value set out in the written proposal and with each invoice will provide to the Buyer sufficient information to support the value of the invoice.

**OFFICIAL**

**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 8.3. The Buyer and Supplier agree that the Charges provided by the Supplier in accordance with Paragraph **Error! Reference source not found.** of this Appendix 1 are an estimate.
- 8.4. The Parties agree that they will use all reasonable endeavours to agree a completed Change Authorisation Note for each Emergency Contract Change that is authorised in accordance with Paragraph 8.1 of this Appendix 1 within three (3) Months of the date that the Buyer confirms to the Supplier that delivery of Services should return to the same state as before the Health Emergency occurred or was deemed to be imminent.
- 8.5. The Change Authorisation Note, once agreed, will be signed and executed by the Director of Finance of the Buyer and/or the Buyer's nominated individual as set out in written delegation from the Buyer's Director of Finance or Deputy Director of Finance, in accordance with the Buyer's contract change authorisation and sign off procedure(s), as notified to the Supplier in writing from time to time.

**9. COMMUNICATIONS**

- 9.1. For any Change Communication to be valid under this Appendix 1, it must be sent by email to the Buyer's Change Manager and the Supplier's Change Manager. Unless agreed in writing by the Buyer all original and signed Emergency Change Authorisation Notes must be sent by recorded delivery. Where the Buyer agrees that it is not possible to send original and signed Emergency Change Authorisation Notes by recorded delivery each Party holding such documents will retain those documents and send a scanned copy by email to the other Party. Change Communications shall be deemed to have been received at the following times:
  - 9.1.1. in the case of recorded delivery post, when the tracking system used to show the delivery by the delivery company, records a signature of receipt by the intended party; or
  - 9.1.2. in the case of e-mail the time four (4) hours after the receipt of a "delivered receipt" from the email address used. If outside of Working Hours the email address used must be in accordance with the on-call escalation process.

**OFFICIAL**

**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**ANNEX 1: CHANGE REQUEST FORM**

|                                                                          |        |                   |
|--------------------------------------------------------------------------|--------|-------------------|
| CR NO.:                                                                  | TITLE: | TYPE OF CHANGE:   |
| PROJECT:                                                                 |        | REQUIRED BY DATE: |
| ACTION:                                                                  | NAME:  | DATE:             |
| RAISED BY:                                                               |        |                   |
| AREA(S) IMPACTED (OPTIONAL FIELD):                                       |        |                   |
| ASSIGNED FOR IMPACT ASSESSMENT BY:                                       |        |                   |
| ASSIGNED FOR IMPACT ASSESSMENT TO:                                       |        |                   |
| SUPPLIER REFERENCE NO:                                                   |        |                   |
| FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE:                           |        |                   |
| DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:                           |        |                   |
| REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE: |        |                   |
| SIGNATURE OF REQUESTING CHANGE OWNER:                                    |        |                   |
| DATE OF REQUEST:                                                         |        |                   |

**OFFICIAL**

**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**ANNEX 2: IMPACT ASSESSMENT FORM**

|                                                                                                                                    |        |                   |
|------------------------------------------------------------------------------------------------------------------------------------|--------|-------------------|
| CR NO.:                                                                                                                            | TITLE: | DATE RAISED:      |
| PROJECT:                                                                                                                           |        | REQUIRED BY DATE: |
| DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED CONTRACT CHANGES: |        |                   |
| PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE:                                                             |        |                   |
| DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR COST-PLUS BASIS):              |        |                   |
| DETAILS OF ANY PROPOSED CONTRACT AMENDMENTS:                                                                                       |        |                   |
| DETAILS OF ANY SERVICE LEVEL TARGETS AFFECTED:                                                                                     |        |                   |
| DETAILS OF ANY OPERATIONAL SERVICE IMPACT:                                                                                         |        |                   |
| DETAILS OF ANY INTERFACES AFFECTED:                                                                                                |        |                   |
| DETAILED RISK ASSESSMENT:                                                                                                          |        |                   |
| RECOMMENDATIONS:                                                                                                                   |        |                   |

**Call-Off Schedule 24 (Change Control Procedure)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**ANNEX 3: CHANGE AUTHORISATION NOTE**

|                                                                                                                                    |                                   |                   |
|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-------------------|
| CR NO.:                                                                                                                            | TITLE:                            | DATE RAISED:      |
| PROJECT:                                                                                                                           | TYPE OF CHANGE:                   | REQUIRED BY DATE: |
| [KEY MILESTONE DATE(S): [if any]]                                                                                                  |                                   |                   |
| DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED CONTRACT CHANGES: |                                   |                   |
| PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE:                                                             |                                   |                   |
| DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR COST-PLUS BASIS):              |                                   |                   |
| SIGNED ON BEHALF OF THE BUYER:                                                                                                     | SIGNED ON BEHALF OF THE SUPPLIER: |                   |
| Signature:                                                                                                                         | Signature:                        |                   |
| Name:                                                                                                                              | Name:                             |                   |
| Position:                                                                                                                          | Position:                         |                   |
| Date:                                                                                                                              | Date:                             |                   |
| [INSERT PLACEHOLDER(S) FOR ADDITIONAL SIGNATORIES CLUSTER MEMBER(S)]                                                               |                                   |                   |

**OFFICIAL**



**Call-Off Schedule 25 (Insurance Requirements)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 25  
INSURANCE REQUIREMENTS**

OFFICIAL

**Call-Off Schedule 25 (Insurance Requirements)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Call-Off Schedule 25 (Insurance Requirements)**

### **1. THE INSURANCE YOU NEED TO HAVE**

- 1.1. The Supplier shall take out and maintain, or procure the taking out and maintenance of:
  - 1.1.1. the insurances as set out in the Annex to this Call-Off Schedule;
  - 1.1.2. any additional insurances required under the Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**"); and
  - 1.1.3. any other insurances as may be required by applicable Law, (together the "**Insurances**").
- 1.2. The Supplier shall ensure that each of the Insurances is effective no later than the:
  - 1.2.1. Framework Start Date in respect of those Insurances set out in the Annex to this Call-Off Schedule and those required by applicable Law; and
  - 1.2.2. Call-Off Start Date in respect of the Additional Insurances.
- 1.3. The Insurances shall be:
  - 1.3.1. maintained in accordance with Good Industry Practice;
  - 1.3.2. (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
  - 1.3.3. taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
  - 1.3.4. maintained so as to permit a claim to be made at any time up to six (6) years after the Call-Off End Date.
- 1.4. The Supplier shall ensure that the public and product liability policies contain an "indemnity to principals" clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of:
  - 1.4.1. death;

OFFICIAL

## **Call-Off Schedule 25 (Insurance Requirements)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

1.4.2. bodily injury; or

1.4.3. third party property damage,

arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

1.5. The Buyer is not responsible for insuring the goods owned by the Supplier and used in the provision of the Services and the Supplier shall take out and maintain such insurance as it deems fit in its absolute discretion.

## **2. HOW TO MANAGE THE INSURANCE**

2.1. Without limiting the other provisions of this Call-Off Contract, the Supplier shall:

2.1.1. take or procure the taking of all reasonable risk management and risk control measures in relation to the Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3. hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

## **3. WHAT HAPPENS IF YOU AREN'T INSURED**

3.1. The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2. Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

OFFICIAL

**Call-Off Schedule 25 (Insurance Requirements)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**4. EVIDENCE OF INSURANCE YOU MUST PROVIDE**

- 4.1. The Supplier shall upon the Call-Off Start Date and within fifteen (15) Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Buyer, that:
- 4.1.1. the Insurances are in full force and effect;
  - 4.1.2. the Insurances meet in full the requirements of this Call-Off Schedule; and
  - 4.1.3. copies of any relevant policy terms (where requested by the Buyer).

**5. MAKING SURE YOU ARE INSURED TO THE REQUIRED AMOUNT**

- 5.1. The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Call-Off Contract and if any claims are made which do not relate to this Call-Off Contract then the Supplier shall notify the Buyer and provide details of its proposed solution for maintaining or reinstating (where applicable) the minimum limit of indemnity within five (5) Working Days of being notified by the relevant insurer.

**6. CANCELLED INSURANCE**

- 6.1. The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2. The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

**7. INSURANCE CLAIMS**

- 7.1. The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or the Call-Off Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of the Call-Off Contract or the Deliverables, the Supplier shall co-operate with the

OFFICIAL

**Call-Off Schedule 25 (Insurance Requirements)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2. Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess of ten percent (10%) of the sum required to be insured pursuant to Paragraph 5.1 of this Call-Off Schedule relating to or arising out of the provision of the Deliverables or this Call-Off Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.
- 7.3. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium in full in accordance with the insurer's terms.
- 7.4. Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Call-Off Contract or otherwise.

OFFICIAL

**Call-Off Schedule 25 (Insurance Requirements)**

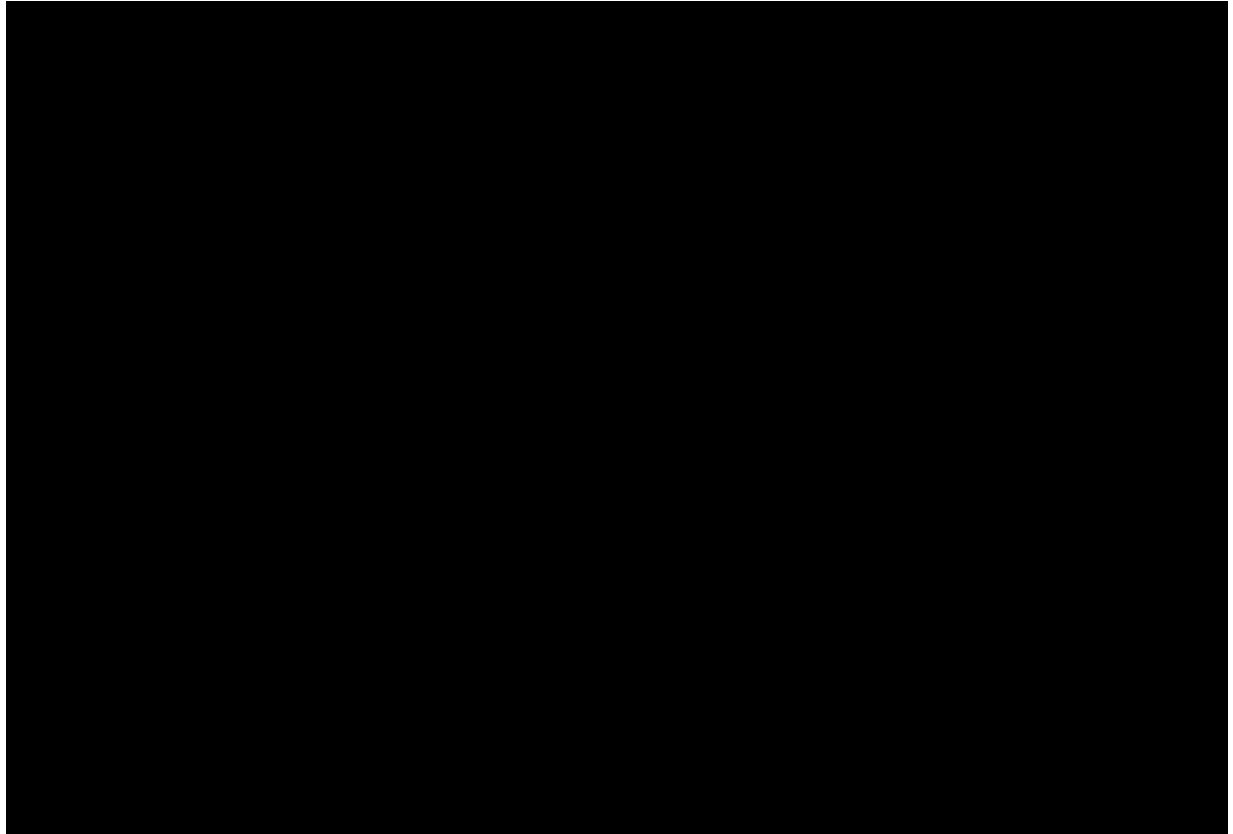
Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **ANNEX: Required Insurances**

1. The Supplier shall hold the following standard insurance cover from the Call-Off Start Date in accordance with this Call-Off Schedule:



OFFICIAL

**Call-Off Schedule 26 (Commercially Sensitive Information)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 26**

**COMMERCIALLY SENSITIVE INFORMATION**

OFFICIAL

**Call-Off Schedule 26 (Commercially Sensitive Information)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Call-Off Schedule 26 (Commercially Sensitive Information)**

### **1. WHAT IS THE COMMERCIALLY SENSITIVE INFORMATION?**

- 1.1. In this Call-Off Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which may be subject to an exemption under the FOIA and the EIR.
- 1.2. Where possible, the Parties have sought to identify the categories of relevant Commercially Sensitive Information that may cease to fall into the category of Information to which this Call-Off Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3. The Supplier acknowledges that the Buyer is subject to FOIA and the EIR and shall assist and co-operate (and procure that all Subcontractors and Supplier Personnel shall co-operate and assist) with the Buyer to enable it to comply with its Information disclosure requirements in that regard.
- 1.4. The Supplier shall (and shall procure that all Supplier Staff shall):
  - 1.4.1. transfer to the Buyer all Information requests that it (or they) receive as soon as practicable (in any event, within two (2) Working Days of receipt);
  - 1.4.2. provide the Buyer with a copy of all required Information in its possession or control, in the form that the Buyer requests, within five (5) Working Days (or such other period as the Buyer may specify in writing) of the Buyer's request; and
  - 1.4.3. provide all necessary assistance as reasonably requested by the Buyer to enable the Buyer to respond to the Information request within the timeframe for compliance set out in section 10 of FOIA and regulation 5 of EIR.
- 1.5. Save as otherwise required by Law, the Supplier shall not respond (and shall procure that no Subcontractor or Supplier Personnel shall respond) directly to an Information request unless the Buyer expressly authorises in writing.
- 1.6. Without prejudice to the Buyer's:
  - 1.6.1. general obligation of confidentiality towards the Supplier; and

OFFICIAL



**Call-Off Schedule 26 (Commercially Sensitive Information)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 1.6.2. obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share Information) of the Call-Off Contract;

the Buyer will (in its sole discretion and acting reasonably), consider in good faith whether it is appropriate to apply the commercial interests exemption set out in section 43 of FOIA to the following Information:

| No. | Date             | Item(s)                                                                                                                                                                                                 | Duration of Confidentiality             |
|-----|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| 1   | 13 February 2021 | Supplier's Charges including tender responses, rate cards and any volume and / or utilisation discounts provided                                                                                        | Call-Off Contract Period plus 72 Months |
| 2   | 13 February 2021 | Breakdown of pricing information to give input costs, capital and operating costs, overheads, revenue, margins and profits                                                                              | Call-Off Contract Period plus 72 Months |
| 3   | 13 February 2021 | How any payments due to the Supplier on termination of the whole or any part of the Call-Off Contract have been or will be calculated but excluding the actual amounts of such payments                 | Call-Off Contract Period plus 72 Months |
| 4   | 13 February 2021 | Any financial data relating to the Supplier's business as a whole including the financial standing of the Supplier provided in connection with this Call-Off Contract, including but not limited to any | Call-Off Contract Period plus 72 Months |

OFFICIAL

**Call-Off Schedule 26 (Commercially Sensitive Information)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| <b>No.</b> | <b>Date</b>      | <b>Item(s)</b>                                                                                                                                                                                                                                                                                                                                                                                | <b>Duration of Confidentiality</b>      |
|------------|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
|            |                  | information pursuant to Call-Off Schedule 29 (Financial Difficulties).                                                                                                                                                                                                                                                                                                                        |                                         |
| 5          | 13 February 2021 | Liability and Indemnities; including the amount of any caps, any unlimited heads of losses and any excluded heads of losses.                                                                                                                                                                                                                                                                  | Call-Off Contract Period plus 72 Months |
| 6          | 13 February 2021 | The cover and amounts of the Supplier's Insurances.                                                                                                                                                                                                                                                                                                                                           | Call-Off Contract Period plus 72 Months |
| 7          | 13 February 2021 | How any Service Credits are financially calculated under the Call-Off Contract, but excluding: <ul style="list-style-type: none"> <li>• the details regarding the applicable service thresholds, or</li> <li>• any performance related information or requirements, or</li> <li>• information relating to the actual amounts of any Service Credits paid or credited to the Buyer.</li> </ul> | Call-Off Contract Period plus 72 Months |
| 8          | 13 February 2021 | Technical details of the Supplier's network (including topology, network diagrams, detailed network coverage, route maps, Supplier's Points of Presence and/or street furniture/chambers etc.)                                                                                                                                                                                                | Call-Off Contract Period plus 72 Months |

OFFICIAL

**Call-Off Schedule 26 (Commercially Sensitive Information)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| <b>No.</b> | <b>Date</b>      | <b>Item(s)</b>                                                                                                                                                                                                                                                                                                                              | <b>Duration of Confidentiality</b>      |
|------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| 9          | 13 February 2021 | Design documents relating to the Services and any notes or minutes of technical design meetings held in relation to the aforementioned but excluding any documents set out in the Call-Off Contract as being Deliverables to the Buyer.                                                                                                     | Call-Off Contract Period plus 72 Months |
| 10         | 13 February 2021 | Any Supplier proposals in response to Change Requests to the extent that the information falls within one of the other items set out in this table and any proposal or information provided pursuant to Call-Off Schedule 3 (Continuous Improvement) provided or under the Call-Off Contract (including in a response to a Change Request). | Call-Off Contract Period plus 72 Months |
| 11         | 13 February 2021 | Supplier Staff information generally including personal details and details of any Key Staff.                                                                                                                                                                                                                                               | Call-Off Contract Period plus 72 Months |

OFFICIAL

**Call-Off Schedule 27 (Corporate Social Responsibility)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 27**

**CORPORATE SOCIAL RESPONSIBILITY**

OFFICIAL

**Call-Off Schedule 27 (Corporate Social Responsibility)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

# **Call-Off Schedule 27 (Corporate Social Responsibility)**

## **1. WHAT WE EXPECT FROM OUR SUPPLIERS**

- 1.1. In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with Government.

([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf))

- 1.2. CCS expects its suppliers and subcontractors to meet the standards set out in that Code and any updated versions of it published during the Call-Off Contract Period. In addition, CCS expects and the Buyer requires its suppliers and Subcontractors to comply with the standards set out in this Call-Off Schedule.
- 1.3. The Supplier will ensure that all Subcontractors delivering any parts of the Services and Deliverables also adhere to the requirements set out in this Call-Off Schedule.
- 1.4. The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer requires the Supplier and its Subcontractors to comply with such reasonable corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time. Any necessary Changes to the relevant Call-Off Contract shall be enacted in accordance with Call-Off Schedule 24 (Change Control Procedure).

## **2. EQUALITY AND ACCESSIBILITY**

- 2.1. In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
- 2.1.1. eliminate discrimination, harassment or victimisation of any kind; and
- 2.1.2. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

OFFICIAL

**Call-Off Schedule 27 (Corporate Social Responsibility)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**3. MODERN SLAVERY, CHILD LABOUR AND INHUMANE TREATMENT**

**3.1. The Supplier:**

- 3.1.1. shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2. shall not require any Supplier Staff or Subcontractor staff to lodge deposits or identity papers with the employer and shall be free to leave their employer after reasonable notice;
- 3.1.3. warrants and represents that it has not been convicted of any slavery or human tracking offenses anywhere around the world.
- 3.1.4. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human tracking offenses anywhere around the world.
- 3.1.5. shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human tracking offenses anywhere around the world.
- 3.1.6. shall have and maintain throughout the Call-Off Contract Period its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8. shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3 of this Call-Off Schedule;
- 3.1.9. shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10. shall not use or allow child or slave labour to be used by its Subcontractors;

OFFICIAL

**Call-Off Schedule 27 (Corporate Social Responsibility)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 3.1.11. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the NHS Commissioning Board, Modern Slavery Helpline and police (where appropriate).

**4. INCOME SECURITY**

4.1. The Supplier shall:

- 4.1.1. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2. ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect to wages before they enter;
- 4.1.3. provide all workers with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4. not make deductions from wages:
  - 4.1.4.1. as a disciplinary measure;
  - 4.1.4.2. except where permitted by Law; or
  - 4.1.4.3. without expressed permission of the worker concerned;
- 4.1.5. record all disciplinary measures taken against Supplier Staff; and
- 4.1.6. ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

**5. WORKING HOURS**

5.1. The Supplier shall:

- 5.1.1. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2. ensure that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed forty eight (48) hours per week unless the individual has agreed in writing;

OFFICIAL

**Call-Off Schedule 27 (Corporate Social Responsibility)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 5.1.3. ensure that use of overtime used responsibly, taking into account:
  - 5.1.3.1. the extent;
  - 5.1.3.2. frequency; and
  - 5.1.3.3. hours worked;by individuals and by the Supplier Staff as a whole;
- 5.2. The total hours worked in any seven day period shall not exceed sixty (60) hours, except where covered by Paragraph 5.3 of this Call-Off Schedule.
- 5.3. Working hours may exceed sixty (60) hours in any seven (7) day period only in exceptional circumstances where all of the following are met:
  - 5.3.1. this is allowed by national law;
  - 5.3.2. this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
  - 5.3.3. appropriate safeguards are taken to protect the workers' health and safety; and
  - 5.3.4. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4. All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

**6. SUSTAINABILITY**

- 6.1. The Supplier shall meet the applicable Government buying standards applicable to Deliverables which can be found online at:  
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>
- 6.2. In addition, the Buyer requires its suppliers and Subcontractors to comply with the standards set out in this Call-Off Schedule and including in any policies set out in Annex 1 to this Call-Off Schedule (as amended by any Change Authorisation Note) in relation to sustainability.
- 6.3. The Supplier acknowledges that the Buyer places great emphasis on sustainability.

OFFICIAL



## **Call-Off Schedule 27 (Corporate Social Responsibility)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 6.4. The Supplier shall be responsible for the sustainability of the Services and Supplier System and shall at all times provide a level of sustainability which is in accordance with Good Industry Practice, the Law, the Standards and this Call-Off Contract (including the Service Requirements and Supplier Service Descriptions).
- 6.5. The Supplier shall ensure that the overarching principles set out in the Sustainability Plan are reflected as far as practicable when carrying out its obligations in this Call-Off Contract (including rectifying any breach of such obligations).
- 6.6. Where the Buyer determines, acting reasonably, that certain equipment used to provide the Services is inadequate to provide the level of sustainability required by the Buyer for the provision of the Services, the Buyer may require the Supplier to replace such equipment with equipment which meets such level of sustainability at the Supplier's own cost.
- 6.7. The references to Standards set out in Paragraph 6.4 of this Call-Off Schedule shall be deemed to be references to such Standards as developed and updated and to any successor to or replacement for such Standards, from time to time, as specified by the Buyer.

## **7. SUSTAINABILITY PLAN**

### **7.1. Introduction**

- 7.1.1. The Supplier shall develop, implement, comply with (and ensure that all the Supplier Staff and Subcontractors implement and comply with) and maintain and continuously improve and maintain the Sustainability Plan which will, without prejudice to Paragraphs 6.4 and 8.1 of this Call-Off Schedule, be:
  - 7.1.1.1. based on the Outline Sustainability Plan provided by the Supplier as set out at Annex 2 to this Call-Off Schedule;
  - 7.1.1.2. Approved by the Buyer;
  - 7.1.1.3. tested in accordance with Paragraph 8 of this Call-Off Schedule; and
  - 7.1.1.4. periodically updated and audited in accordance with ISO 14001 (Environmental Management).
- 7.1.2. The Sustainability Plan shall enable the Supplier to comply with the sustainability requirements and other obligations set out in this Call-Off Contract relevant to sustainability.

OFFICIAL

**Call-Off Schedule 27 (Corporate Social Responsibility)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

7.1.3. The Supplier shall keep the Sustainability Plan up-to-date.

**7.2. Development**

7.2.1. Within forty (40) days after the Call-Off Start Date (or such other period agreed by the Parties in writing) and in accordance with Paragraphs 7.3 and 7.4 of this Call-Off Schedule, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Sustainability Plan, which will be based on the Outline Sustainability Plan set out at Annex 2 to this Call-Off Schedule.

7.2.2. If the Sustainability Plan or any subsequent revision to it in accordance with Paragraph 7.4 of this Call-Off Schedule, is Approved by the Buyer, it will be adopted immediately and will replace the previous version of the Sustainability Plan set out in Annex 2 to this Call-Off Schedule. If the Sustainability Plan is not Approved in accordance with the foregoing, the Supplier shall amend it within ten (10) days (or such other period as the Parties agree in writing) of a notice of non-Approval and re-submit it to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than thirty (30) Working Days (or such other period as the Parties agree in writing) from the date of its first submission in accordance with Paragraph 7.2.1 of this Call-Off Schedule. If the Supplier does not achieve Approval of the Sustainability Plan following its resubmission, the matter will be resolved in accordance with Call-Off Schedule 36 (Dispute Resolution).

**7.3. Content**

7.3.1. The Sustainability Plan shall set out the sustainability measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the delivery of the Services. Furthermore, the Sustainability Plan shall at all times comply with and specify sustainability measures and procedures which are sufficient to ensure that the Services comply with this Call-Off Schedule (including the principles set out in Paragraph 7.2 of this Call-Off Schedule) and the other elements of this Call-Off Contract relevant to sustainability (including the Service Requirements).

7.3.2. The Sustainability Plan shall be written in plain English and in a manner which is readily comprehensible to the Supplier Staff, the Buyer's staff engaged in the Services and shall not reference any other documents which are not either in the

OFFICIAL

**Call-Off Schedule 27 (Corporate Social Responsibility)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

possession of the Buyer or otherwise specified in this Call-Off Contract.

**7.4. Amendment and Revision**

7.4.1. In addition to its obligations under Paragraph 7.1 of this Call-Off Schedule, the Supplier shall review and update the Sustainability Plan annually (or such other period as agreed by the Parties in writing) to reflect:

7.4.1.1. emerging changes in Good Industry Practice;

7.4.1.2. any Change or proposed Change to the Supplier's systems, the Services and/or associated processes; and

7.4.1.3. any reasonable requests by the Buyer.

7.4.2. The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the Sustainability Plan at no additional cost to the Buyer.

7.4.3. On receipt of the results of such reviews, the Buyer will Approve any amendments or revisions to the Sustainability Plan in accordance with the process set out at Paragraph 7.2.2 of this Call-Off Schedule.

7.4.4. Any Change or amendment which the Supplier proposes to make to the Sustainability Plan shall not be implemented until Approved by the Buyer.

**8. TESTING**

8.1. The Supplier shall conduct tests of the processes and countermeasures contained in the Sustainability Plan ("Sustainability Tests") on an annual basis or as otherwise agreed in writing by the Parties. The date, timing, content and conduct of such Sustainability Tests shall be Approved by the Buyer.

8.2. The Buyer may send a representative to witness the Sustainability Tests (or any parts thereof). The Supplier shall provide the Buyer with the results of such tests (in a form Approved by the Buyer) as soon as practicable after completion of each Sustainability Test.

8.3. Without prejudice to any other right of Audit or access granted to the Buyer pursuant to this Call-Off Contract, the Buyer may and/or its authorised representatives may, at any time and without giving notice to the Supplier, carry out such tests as it may deem reasonably necessary in relation to the Sustainability Plan and the Supplier's

OFFICIAL

**Call-Off Schedule 27 (Corporate Social Responsibility)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

compliance with and implementation of the Sustainability Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. Sustainability Tests shall be designed and implemented so as to minimise the impact on the delivery of the Services.

- 8.4. Where any Sustainability Test carried out pursuant to Paragraph 8.1 or 8.3 of this Call-Off Schedule or any Audit under Paragraph 9 of this Call-Off Schedule, reveals any actual or potential sustainability failure or weaknesses, the Supplier shall determine what Changes to the Sustainability Plan are required to remedy such sustainability failure or weakness. The Supplier shall promptly notify the Buyer of any such proposed Changes. Subject to the Buyer's Approval in accordance with Paragraph 7.4.4 of this Call-Off Schedule, the Supplier shall implement such Changes to the Sustainability Plan in accordance with the timetable agreed in writing with the Buyer or, otherwise, as soon as reasonably possible. Where the Change to the Sustainability Plan addresses a failure to comply with the Sustainability Plan or a non-compliance of the Sustainability Plan with Paragraph 7.4.4 of this Call-Off Schedule, the Supplier shall implement the Change at no additional cost to the Buyer.
- 8.5. If required by the Buyer, on each anniversary of the Call-Off Start Date the Supplier shall provide to the Buyer a letter from its managing director (or equivalent officer) confirming that having made due and careful inquiry it:
  - 8.5.1. has in the previous year carried out all tests and has in place all procedures required in relation to sustainability matters under this Call-Off Contract, and
  - 8.5.2. is confident that its sustainability procedures with respect to the Services remain effective.

**9. AUDITING****Buyer Audit**

- 9.1. The Buyer shall be entitled to carry out such regular Audits as may be required, and in accordance with Good Industry Practice, in order to ensure that the Sustainability Plan maintains compliance with the principles and practices of ISO 14001 (Environmental Management).
- 9.2. If, on the basis of evidence provided by such Audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO 14001 (Environmental Management) is not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable period of time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to become compliant with the principles and practices

OFFICIAL

**Call-Off Schedule 27 (Corporate Social Responsibility)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

of ISO 14001 (Environmental Management). If the Supplier does not become compliant within the required time then the Buyer has the right to obtain an independent audit against these standards in whole or in part.

- 9.3. If, as a result of any such independent audit as described in Paragraph 9.2 of this Call-Off Schedule, the Supplier is found to be non-compliant with the principles and practices of ISO 14001 (Environmental Management) then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

**Supplier Audit**

- 9.4. If required by the Buyer, the Supplier shall carry out regular audits as may be required in order to maintain delivery of the Services in compliance with the Sustainability Plan and this Call-Off Contract.
- 9.5. The Supplier shall promptly provide to the Buyer any associated sustainability audit reports and shall otherwise notify the Buyer of the results of such sustainability audits. The provisions set out in Paragraphs 9.2 and 9.3 of this Call-Off Schedule shall apply mutatis mutandis to this Paragraph 9.5.

**10. BREACH**

- 10.1. Either Party shall (which shall include the Supplier procuring that the Supplier Staff shall) notify the other (in each case notification must go to the individual(s) designated in the Sustainability Plan (as amended)) immediately upon becoming aware of any breach of obligations relating to sustainability including an actual, potential or attempted breach, or threat to, the Sustainability Plan.

- 10.2. Upon becoming aware of any of the circumstances referred to in Paragraph 10.1 of this Call-Off Schedule, the Supplier shall:

- 10.2.1. immediately take all reasonable steps necessary to:

- 10.2.1.1. remedy such breach or protect the Services and Supplier's systems against any such potential or attempted breach or threat; and

- 10.2.1.2. prevent an equivalent breach in the future.

Such steps shall include any action or Changes required by the Buyer. If such action is taken in response to a breach of sustainability obligations that is determined by the Buyer, acting reasonably, not to be covered by the obligations of the Supplier under this Call-Off Contract, then the Supplier may

OFFICIAL

**Call-Off Schedule 27 (Corporate Social Responsibility)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

refer the matter to Call-Off Schedule 24 (Change Control Procedure), but this shall not delay the Supplier in taking steps to comply with Paragraph 10.2 of this Call-Off Schedule; and

- 10.2.2. as soon as reasonably practicable provide to the Buyer full details (using such reasonable reporting mechanisms as may be specified by the Buyer from time to time) of such actual, potential or attempted breach and of the steps taken to mitigate or resolve them.

OFFICIAL

**Call-Off Schedule 27 (Corporate Social Responsibility)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

# **Annex 1**

## **Buyer's Code of Conduct**

OFFICIAL

**Call-Off Schedule 27 (Corporate Social Responsibility)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

# NHS England's Supplier Code of Conduct

---

## Introduction

NHS England leads the National Health Service (NHS) in England. We set the priorities and direction of the NHS and encourage and inform the national debate to improve health and care. This Code of Conduct represents the principles that NHS England endorses and expects its partners and suppliers to support and follow and to ensure that their employees, partners and subcontractors will do the same. We want to work with Suppliers who are proud of their reputation for fair dealing and quality delivery and who consider working with NHS England to be reputation enhancing.

## Scope

The provisions of this Code of Conduct are intended for third party Suppliers that are under contract to provide goods and/or services to NHS England. NHS England expects its Suppliers to communicate this Code of Conduct to their named subcontractors and employees and ensure that they, in turn, also observe the obligations and expectations outlined below.

## Obligations and Expectations

We expect the highest standards of business ethics from Suppliers and their agents in the supply of goods and services funded by the public purse. We expect that Suppliers comply fully with all laws, regulations and standards that are applicable to their business and operations. Suppliers, and their named subcontractors, are also expected to ensure that *their* suppliers and supply chain also comply with, or observe, the obligations and expectations outlined below, as applicable. In selecting Suppliers, NHS England checks that it is contracting with reputable bodies. These checks are conducted in line with procurement regulations that guarantee fair access to opportunities for all Suppliers and equal treatment during selection processes.

### a. Professional behaviour

We expect suppliers to speak out, without fear of consequences, when a project or service is unlikely to succeed because of *our* behaviours or lack of good governance. For contracts that deliver goods and/or services to users with particular needs, physical or mental, that place them in a vulnerable position, suppliers should ensure that they are treated with dignity and respect. In the spirit of investing in mutually supportive relationships, all parties are expected to be prepared to share intelligence of supply chain risks, so that these can be mitigated.

### b. Bribery, corruption and anti-competitive behaviour

Any and all forms of bribery, corruption and extortion are strictly prohibited and may result in immediate contract termination, legal action and any other form of action specified in any contract.

OFFICIAL



**Call-Off Schedule 27 (Corporate Social Responsibility)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Suppliers shall comply with all applicable national and international anti-bribery legislation and standards, including, but not limited to, The Bribery Act 2010. Suppliers shall not offer or provide money or gifts to anyone where it is probable that all or part of the money or gift is being used to influence decisions that may result in a commercial advantage for the Supplier.

**c. Environmental**

Suppliers, their employees and named subcontractors shall comply with all applicable environmental laws, regulations and standards and shall make all practical efforts to minimise their energy consumption, natural resource use and waste generation.

**d. Health and Safety**

Suppliers and their named subcontractors shall comply with all applicable laws, regulations and standards relating to health and safety in the workplace or any location other than the workplace where production, manufacture or work is undertaken. Suppliers should demonstrate an active commitment to creating health-improving workplaces that is co-produced with employees and illustrates an active monitoring approach that utilises evidence-based practice for employer-led health improvement. NHS England commits to supporting suppliers in this through sharing our own learning and experiences of monitoring and improving workplace health with our supply chain.

**e. Labour Standards and Human Rights**

Suppliers and their sub-contractors must comply with all applicable human rights and employment laws in the jurisdictions in which they operate. Suppliers and their named sub-contractors shall ensure that slavery, including forced and compulsory (bonded) labour and human trafficking are not present in their business and operations. Suppliers and their sub-contractors shall comply with the provisions of the Modern Slavery Act 2015. Where Suppliers are required<sup>1</sup> to publish an annual slavery and human trafficking statement, this should be shared this with NHS England.

**f. Wages and working hours**

Suppliers shall comply with national laws regarding working hours, wages and benefits and shall put mechanisms in place to ensure that their supply chains also comply with relevant national laws. Suppliers are expected to work towards good practice in paying reasonable *living* wages.

**g. Discrimination**

The Supplier and their named subcontractors shall not discriminate on the basis of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, and sex and sexual orientation. Suppliers should have, or work towards, a published diversity and inclusion policy, an action plan to improve diversity and inclusion in the workplace, and embedded good practice for workplace inclusion across all protected characteristics, including additional ones as articulated in NHS England's Diversity and Inclusion objectives.

---

<sup>1</sup><https://www.gov.uk/government/collections/modern-slavery-bill>

**Call-Off Schedule 27 (Corporate Social Responsibility)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**h. Generating Social Value**

Where feasible, Suppliers and their named subcontractors are expected to increase commercial opportunities for underrepresented supplier groups, especially Small and Medium-sized Enterprises (SMEs) and Voluntary, Community and Social Enterprises (VCSEs) that support health-related objectives. They are also expected to offer work experience and/or opportunities to people with a learning disability, those from vulnerable or disadvantaged groups, and the long-term unemployed, through structured and supported pathways to work opportunities. NHS England commits to sharing with Suppliers learning and experiences of structured pathways to work opportunities to support this action.

**i. Innovation and sustainable profit**

NHS England expects Suppliers to use recognised industry practices in the delivery of goods and/or services. NHS England expects suppliers to generate sustainable profit which they can invest to support improvements in goods and services for the long term benefits of patients and the health economy. In doing so, Suppliers should continuously look to reduce costs and improve quality throughout the life of a contract with NHS England, which they can evidence through true open book accounting. Where the Supplier becomes aware of alternative, innovative solutions and/or creative approaches that can deliver an improved, quality product or service to NHS England and/or its stakeholders, they should notify NHS England, outlining the anticipated costs and benefits of such solutions.

**j. Management of Risk**

NHS England tries to ensure that risk is placed with the party best able to manage it. This means requiring prime contractors not to flow risk inappropriately to subcontractors, and not to assert that they can manage risk that is in fact better managed by NHS England. All parties should also be prepared to share intelligence of supply chain risks, so that material commercial and operational risks, for example the impact of losing a key supplier, can be mitigated.

**k. Cyber Security**

It is essential that Suppliers safeguard the integrity and security of their systems and comply with the relevant government standards and guidance. Suppliers must inform the National Cyber Security Centre if they become aware of any cyber security incident that affects or has the potential to affect NHS England data.

**l. Confidentiality**

Suppliers are expected to comply with the provisions in their contracts and any legal requirements to protect sensitive information. Suppliers to NHS England may also be party to confidential information that is necessary for them to be effective partners. This information, even if it is not covered by contractual provisions, should be handled with the same care as information of similar sensitivity in the Supplier's own organisation.

**m. Conflicts of Interest**

NHS England expects Suppliers to mitigate appropriately against any real or perceived conflict of interest through their work with NHS England. A Supplier with a position of influence gained through

OFFICIAL

## **Call-Off Schedule 27 (Corporate Social Responsibility)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

a contract should not use that position to unfairly disadvantage any other supplier or reduce the potential for future competition.

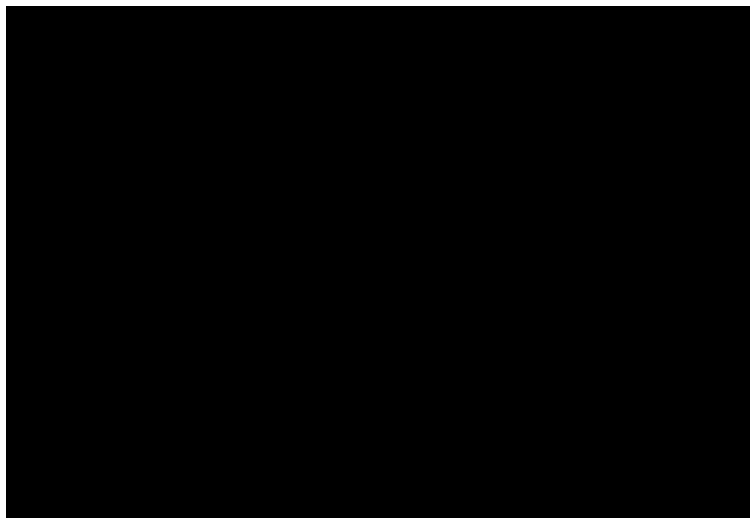
### **n. Monitoring**

Suppliers are expected to have identified, or be working towards identifying, their business' and operations' impacts on the environment, society and economy and to have, or plan to, put systems and processes in place to manage these and report on their progress and provide regular updates and copies of such reports to NHS England when requested.

For contracts with duration longer than 12 months, Suppliers are also expected to submit an annual statement to NHS England's Commercial and Procurement Team, signed by their most senior representative (e.g. CEO), that confirms compliance with all applicable environmental and social laws, regulations and standards, explains mitigating action for any breaches, and articulates the way in which the Supplier is supporting the expectations set out in this Code. NHS England reserves the Right to Audit a Supplier to confirm compliance with the obligations of this Code of Conduct and explore the extent to which the Code's expectations are addressed.

**Any breach of the obligations articulated in this Code of Conduct is considered a material breach of contract by the Supplier.**

Signed off by:



OFFICIAL

**Call-Off Schedule 27 (Corporate Social Responsibility)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

# Social Value Pledge

---

Suppliers are invited to make a **voluntary** pledge, committing **any** value or volume of goods and/or services on a pro bono basis to suitable, mutually agreed, predominantly VCSEs, whose work supports health/care delivery or the wider determinants of health in the UK. This pro bono contribution should not be incorporated into the overall contract price, and whilst it may be aligned with the Supplier's wider Corporate Responsibility objectives, it should not already be accounted for as part of a wider CSR programme. The Social Value Pledge will be monitored as part of contract management.

*The aim is to generate big value for society with minimal cost to business.*

*I hereby pledge to...*

*over and above our compliant and committed proposal continue to support the Buyer with the drive for innovation, optimisation, cost reduction and the enhancing of pre and post patient care. We will look to achieve this through the use of technology, our people, partners and the utilisation of a Technology Investment Fund and Crowd Source Innovation.*

## **Technology Investment Fund (TIF)**

*As a trusted partner the Supplier would like to demonstrate our commitment by offering a Technology Investment Fund (TIF) over the fixed term of the contract that can be used to develop and enhance digitisation and create an eco-structure of suppliers from start-ups through to SME's and other industry leading organisations.*

*The TIF will be funded via the economies of scale from savings in delivery if we are successfully awarded Lots A and B. This would be dependent on the Buyer and the Supplier mutually agreeing the total delivery cost for both Lots. Should this be achieved it would enable a commercial review of the size of the fund for the TIF. We estimate this to be in the region of £200,000 (two hundred thousand pounds) over the contract term.*

## **Crowd Source Innovation (CSI)**

*The Supplier is an industry and market leader in providing technology solutions for voice and data communications, and we see the benefit in sharing our wide bank of experience, knowledge and expertise from within our industry to the front line.*

*Our pledge is to invest time and resources into chairing a technology task force for the Buyer to bring together the Buyers CIO/CTO's, industry leading partners and the Buyers operational teams to review not only the latest technology but challenge ideas and problems with a view of utilising the TIF to drive better business outcomes and benefits for the Buyer, as an example how AI and RPA can enhance and optimise the way we deliver and the end user experience.*

OFFICIAL

**Call-Off Schedule 27 (Corporate Social Responsibility)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Annex 2**

# **Sustainability Plan**

OFFICIAL





























**Call-Off Schedule 28 (Key Subcontractors)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

# **NHS 111: NHS MANAGED SERVICES TELEPHONY INFRASTRUCTURE**

## **CALL-OFF SCHEDULE 28**

## **KEY SUBCONTRACTORS**

**Call-Off Schedule 28 (Key Subcontractors)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

# **Call-Off Schedule 28 (Key Subcontractors)**

## **KEY SUBCONTRACTORS**

### **1. INTRODUCTION**

All references to the Buyer in this Call-Off Schedule shall be to the NHS Commissioning Board only and not, save as expressly provided otherwise, be deemed to include any Cluster Members.

### **2. RESTRICTIONS ON CERTAIN SUBCONTRACTORS**

2.1. The Supplier is entitled to Sub-Contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.

2.2. The Supplier is entitled to Sub-Contract its obligations under the Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in Annex 1 to this Call-Off Schedule.

2.3. Where during the Call-Off Contract Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer by completing and submitting a Change Request as set out in Call-Off Schedule 24 (Change Control Procedure) and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 2.4 of this Call-Off Schedule. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where such written consent from CCS is not forthcoming within a reasonable time period the Buyer may at its discretion allow the Sub-Contract to continue without CCS consent provided such consent is obtained retrospectively. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to the Key Subcontractor section 20 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Annex 1 to this Call-Off Schedule. CCS and the Buyer may, without limitation, reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:

2.3.1. the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

2.3.2. the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers;

OFFICIAL

**Call-Off Schedule 28 (Key Subcontractors)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 2.3.3. the proposed Key Subcontractor employs unfit persons; and/or
  - 2.3.4. the proposed Key Subcontractor does not meet the financial due diligence thresholds which are applied during the Call-Off Contract Period for this Call-Off Contract.
- 2.4. The Supplier shall provide CCS and the Buyer (and at the direction of the Buyer any applicable Cluster Member) with the following information in respect of the proposed Key Subcontractor:
  - 2.4.1. the proposed Key Subcontractor's name, registered office and company registration number;
  - 2.4.2. the purposes for which the proposed Key Subcontractor shall be employed, including the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
  - 2.4.3. a copy of the proposed Key Sub-Contract;
  - 2.4.4. if relevant, confirmation that the Key Sub-Contract requires the proposed Key Subcontractor to comply with any relevant Service Level Thresholds;
  - 2.4.5. where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arms-length" terms;
  - 2.4.6. for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
  - 2.4.7. for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call-Off Contract Period;
  - 2.4.8. (where applicable) Credit Rating Threshold (as defined in Call-Off Schedule 29 (Financial Difficulties)) of the Key Subcontractor; and
  - 2.4.9. any further information reasonably requested by the Buyer or any applicable Cluster Member.
- 2.5. If the supply of information required pursuant to Paragraph 2.4 of this Call-Off Schedule would amount to a breach of any rules and regulations of any exchange on which the shares of the Supplier are admitted for listing and/or trading, or any other rules or regulations with which the Supplier is obliged to comply as a result of that listing, the Supplier shall

OFFICIAL

**Call-Off Schedule 28 (Key Subcontractors)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

be obliged to provide the Buyer (and at the direction of the Buyer any applicable Cluster Member) with the relevant information only to the extent and at the first opportunity permitted by those rules and regulations and shall then provide the fullest information permitted. Any such failure to provide information shall, however, be grounds for the Buyer to withhold or delay its consent.

- 2.6. The Supplier shall ensure that each Key Sub-Contract (whether entered into prior to the Call-Off Start Date in accordance with Paragraph 2.2 of this Call-Off Schedule or after the Call-Off Start Date in accordance with Paragraph 2.3 of this Call-Off Schedule) includes the following provisions:
- 2.6.1. a right under the Contracts (Rights of Third Parties) Act 1999 for the Buyer (and/or any Cluster Member where permitted pursuant to Call-Off Schedule 12 (Clustering)) to enforce the terms of that Key Sub-Contract (including in particular the wording referred to in Paragraph 2.6.11 of this Call-Off Schedule) as if it were the Supplier;
  - 2.6.2. a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer (or any Cluster Member as directed by the Buyer) and also obliging the Key Subcontractor to (at the Buyer's request) enter into a direct contract with the Buyer (or any Cluster Member as directed by the Buyer) in respect of the services provided for the benefit of the Buyer (or any Cluster Member as directed by the Buyer) on the same terms as are in place with the Supplier, in such cases the Key Subcontractor shall be entitled to terminate without penalty all or the relevant part of the Key Sub-Contract from the time that the new direct contract becomes effective;
  - 2.6.3. a provision requiring the Key Subcontractor to enter into a direct confidentiality agreement with the Buyer (or any Cluster Member as directed by the Buyer) on the same terms as set out in Clause 15 (What you must keep confidential) of the Call-Off Contract;
  - 2.6.4. a provision requiring the Key Subcontractor to comply with protection of data requirements pursuant to Call-Off Schedule 33 (Processing Data);
  - 2.6.5. a provision restricting the ability of the Key Subcontractor to further sub-contract the service provided to the Supplier without first obtaining the consent of the Supplier and the Buyer;

OFFICIAL

**Call-Off Schedule 28 (Key Subcontractors)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 2.6.6. a provision requiring the Key Subcontractor to have in place an appropriate exit and migration plan which enables it to comply (and shall enable the Supplier to comply) with the requirements of this Call-Off Contract, to put such plan into effect on any termination or expiry of the Key Sub-Contract, and otherwise to ensure that any such termination or expiry shall not affect the continuity of the Services;
- 2.6.7. a provision enabling the Supplier, the Buyer or any other person on behalf of the Buyer to step-in where (having provided the Key Subcontractor, in the case of non-Service affecting Defaults only, with a reasonable period of time to remedy the relevant Default (such period to be determined by the Buyer in its absolute discretion and with regard to the uninterrupted provision of the Services) during which period the Supplier shall assess any alternative service provision that may be required should the relevant Default not be remedied with such period):
  - 2.6.7.1. the Supplier is entitled to terminate the Key Sub-Contract for cause on its terms; or
  - 2.6.7.2. there is a Default by the Key Subcontractor that is materially preventing or materially delaying the performance of the Services or any part thereof; or
  - 2.6.7.3. there is a delay by the Key Subcontractor that has or the Buyer reasonably anticipates will result in the Supplier's failure to Achieve a Milestone by its Milestone Date; or
  - 2.6.7.4. a Force Majeure Event occurs which prevents or materially delays the Key Subcontractor's performance of the Services or any part thereof; or
  - 2.6.7.5. where the Key Subcontractor is not in Default of its obligations to the Supplier but the Buyer considers that the circumstances constitute an emergency; or
  - 2.6.7.6. where a Regulatory Body has advised the Buyer that the exercise of the step-in rights under this Paragraph 2.6.7 is necessary; or
  - 2.6.7.7. because a serious risk exists to the health or safety of persons, property or the environment; or

OFFICIAL

**Call-Off Schedule 28 (Key Subcontractors)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 2.6.7.8. to discharge a statutory duty; or
- 2.6.7.9. on the occurrence of an Insolvency Event in respect of the Key Subcontractor;
- 2.6.8. a provision requiring the Supplier to pay all sums due to the Key Subcontractor within a specified period, not to exceed thirty (30) Working Days, from the date of receipt by the Supplier of a valid invoice under the Key Sub-Contract;
- 2.6.9. a provision requiring the Key Subcontractor to comply with any provisions placed in this Call-Off Contract on the Supplier in relation to the Public Services Network and/or any other community of interest used in relation to the delivery of the Services, including any Changes to its services, Software, system or other technology to comply (at its own cost) with the same;
- 2.6.10. a provision requiring the Key Subcontractor to report to the Buyer, within ten (10) Working Days (or such other period as the Buyer may permit and notify to the Supplier in writing) of the due date for payment, any material non-payment or late payment of any sums due to it from the Supplier under the provisions of the Key Sub-Contract;
- 2.6.11. a provision requiring the Key Subcontractor to consult with the Buyer in respect of any situation and/or circumstance where the Key Subcontractor has the right to terminate the Key Sub-Contract otherwise than for convenience;
- 2.6.12. the following wording (amended only as appropriate to conform with the layout of and definitions in the Key Sub-Contract):

“In any situation where either (1) the Key Subcontractor has the right to terminate the Key Sub-Contract otherwise than for convenience or (2) the Buyer (and/or any Cluster Member where permitted pursuant to Call-Off Schedule 12 (Clustering)) has the right to terminate this Call-Off Contract or require step in to the Key Sub-Contract pursuant to Paragraph 2.6.7 of this Call-Off Schedule, then the Buyer may require that the rights and obligations of the Supplier under the Key Sub-Contract will be assigned and transferred to the Buyer (or any Cluster Member as directed by the Buyer) either permanently or for such a period as the Buyer (or any Cluster Member as directed by the Buyer) may specify and the Key Subcontractor shall consent to such assignment and transfer and continue to perform the Key Sub-Contract directly for the benefit of the Buyer (or the applicable

OFFICIAL

**Call-Off Schedule 28 (Key Subcontractors)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Cluster Member). The Key Subcontractor shall not exercise any termination right referred to in (1) without having first given the Buyer at least twenty-eight (28) days' advance notice in writing;"

If the Buyer does require an assignment and transfer of rights and obligations pursuant to this Paragraph 2.6.12, the Supplier shall automatically be relieved to the extent of its obligations to provide Services under this Call-Off Contract and the Buyer's (or any applicable Cluster Member's) obligation to pay the Charges shall be reduced proportionately;

2.6.13. provisions which require the Key Subcontractor to comply with any Supplier NPFS Services specific requirements which are set out at Annex 2 to this Call-Off Schedule;

2.6.14. any other provisions reasonably requested by the Buyer.

2.7. Where the Supplier, having used all reasonable endeavours, is unable to comply with Paragraph 2.6 of this Call-Off Schedule in relation to Key Subcontractors, it shall notify the Buyer in writing of the issue. The Parties shall act in good faith to try to find a resolution which is acceptable to the Buyer within ten (10) Working Days (or such other period as the Parties agree in writing). If the Parties are unable to find a resolution which is acceptable to the Buyer, the Supplier shall act as directed by the Buyer (acting reasonably) in relation to such requirements, which without limitation shall require compliance within a maximum of two (2) Months from the start of the Implementation Period (or such shorter period as the Buyer may reasonably direct). Notwithstanding the foregoing, the approval of a Key Subcontractor by CCS is required.

**3. TERMINATION OF SUB-CONTRACTS**

3.1. The Supplier shall not terminate or materially amend the terms of any Sub-Contract without the prior written consent of the CCS and the Buyer's Approval, which shall not be unreasonably withheld or delayed. Where such written consent from CCS is not forthcoming the Buyer may at its discretion allow the Supplier to terminate the Sub-Contract without CCS consent provided such consent is obtained retrospectively.

3.2. The Buyer may require the Supplier to cease to use a Subcontractor in connection with the Services where the acts or omissions of the relevant Subcontractor have given rise to the Buyer's right of termination pursuant to Clause 10.4 (When CCS or the buyer can end a contract) of the Call-Off Contract. If it does so require and, subject to Paragraph 3.1 of this Call-Off Schedule, the Supplier fails to cease to use the Subcontractor within twenty (20) Working Days (or such other

OFFICIAL



**Call-Off Schedule 28 (Key Subcontractors)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

period as the Parties agree in writing) of such notice, then this shall constitute a material Default. Accordingly, the Buyer shall notify CCS in writing if it wishes to exercise its rights under this Paragraph 3.2.

- 3.3. Where the Buyer receives a notice from a Key Subcontractor pursuant to the requirement set out in Paragraph 2.6.12 of this Call-Off Schedule that it has the right to terminate its Key Sub-Contract with the Supplier otherwise than for convenience, the Supplier shall immediately on becoming aware that such notice has been served, provide the Buyer with full details in writing of:

3.3.1. all steps being taken to avoid or mitigate the termination proposed; and

3.3.2. of all applicable exit and migration plans which shall enable the Supplier to ensure that any such termination shall not affect the continuity of the Services.

The Supplier shall, if and as requested by the Buyer, attend any meetings and/or provide any information requested by the Buyer in support of the same.

**4. RETENTION OF LEGAL OBLIGATIONS**

- 4.1. Despite the Supplier's right to sub-contract pursuant to this Call-Off Schedule, the Supplier shall remain responsible for all acts and omissions of its Subcontractors and the acts and omissions of those employed or engaged by the Subcontractors as if they were its own.
- 4.2. An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that it, its Subcontractors and Affiliates, and its and their employees, officers, and agents also do, or refrain from doing, such act or thing.

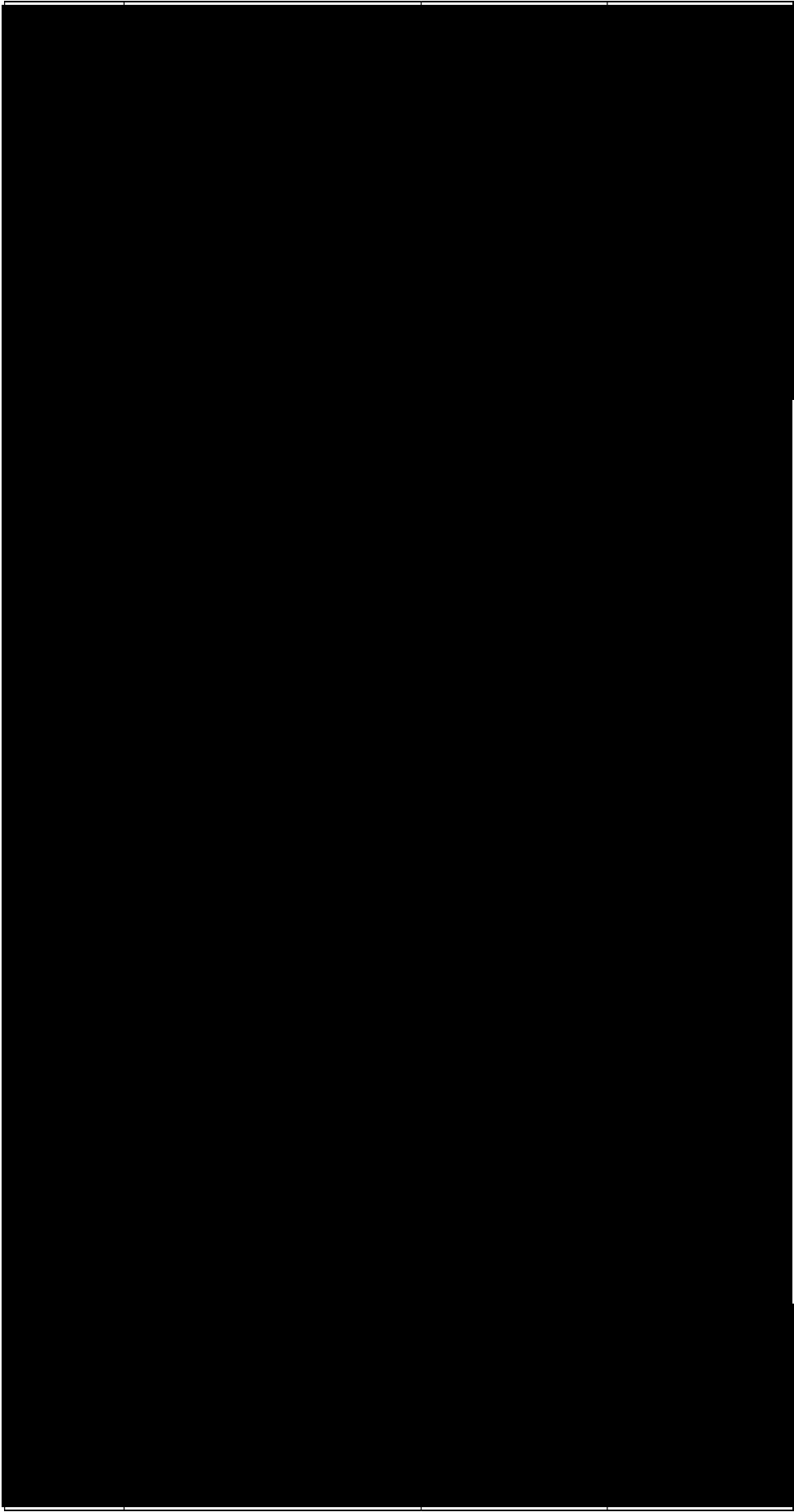
**Call-Off Schedule 28 (Key Subcontractors)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

**ANNEX 1**

**KEY SUBCONTRACTORS**

| Key Subcontractor | Company Registered office and registration number | Scope/description of any Deliverables to be provided by the Key Subcontractor | Name and contact details of any person appointed with oversight of the provision of the Deliverables |
|-------------------|---------------------------------------------------|-------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
|                   |                                                   |                                                                               |                                                                                                      |

**Call-Off Schedule 28 (Key Subcontractors)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020



**Call-Off Schedule 28 (Key Subcontractors)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **ANNEX 2**

### **NPFS Specific Requirements**

1. All and any provisions of the Call-Off Contract that relate to the provision of the Supplier NPFS Services including, but not exclusively:
  - 1.1. the exclusion of a Health Emergency from the definition of Force Majeure Event;
  - 1.2. any Changes to the reporting requirements set out in Call-Off Schedule 14 (Service Levels) during a Health Emergency.

**Call-Off Schedule 29 (Financial Difficulties)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 29**

**FINANCIAL DIFFICULTIES**

**Call-Off Schedule 29 (Financial Difficulties)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Call-Off Schedule 29 (Financial Difficulties)**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1. In this Call-Off Schedule, the provisions of Call-Off Schedule 23 (Definitions) shall apply.
- 1.2. All references to the Buyer in this Call-Off Schedule shall be to the NHS Commissioning Board only and shall not include the Cluster Members unless expressly provided otherwise.

### **2. WHEN THIS CALL-OFF SCHEDULE APPLIES**

- 2.1. The Parties shall comply with the provisions of this Call-Off Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of any change to that financial standing at any time during the Call-Off Contract Period.
- 2.2. The terms of this Call-Off Schedule shall survive until the Call-Off End Date.
- 2.3. The Parties have agreed that:
  - 2.3.1. despite as at the Call-Off Start Date the Credit Ratings of the following Monitored Companies being below the corresponding Credit Rating Threshold set out in Annex 2:
    - 2.3.1.1. Sign Language Interactions Ltd;
    - 2.3.1.2. Netcall Systems Limited;
    - 2.3.1.3. TTEC Consulting UK LTD; and
    - 2.3.1.4. Wirefast Limited,the Supplier and/or the relevant Monitored Company(ies) shall not be treated as being subject to a Financial Distress Event in relation to those Credit Rating Thresholds only;
  - 2.3.2. the Supplier shall continue to monitor the Credit Ratings as set out in Paragraph 3 of this Call-Off Schedule;
  - 2.3.3. no later than three (3) Months after the Call-Off Start Date the Supplier shall provide to the Buyer reports in respect of each Monitored Company named in Paragraph 2.3.1 of this Call-Off Schedule which shall detail as a minimum:
    - 2.3.3.1. evidence for a particular Monitored Company that its Credit Rating has improved to a point

OFFICIAL

**Call-Off Schedule 29 (Financial Difficulties)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- where it can meet or exceed the Credit Rating Threshold;
- 2.3.3.2. the Supplier's (or Monitored Company's) proposals for improving the Monitored Company's Credit Ratings in order to meet or exceed the Credit Rating Threshold no later than the Operational Service Commencement Date set out in Call-Off Schedule 13 (Implementation and Testing) or the relevant Change Authorisation Note;
- 2.3.3.3. should it not be possible to provide either of the options set out in Paragraphs 2.3.3.1 and 2.3.3.2 of this Call-Off Schedule, an alternative Key Subcontractor to replace the relevant Monitored Company on a 'like-for-like' basis at no additional cost to the Buyer or impact on the relevant Services which will be available to provide the relevant Service no later than the Operational Service Commencement Date set out in Call-Off Schedule 13 (Implementation and Testing) or the relevant Change Authorisation Note; and/or
- 2.3.3.4. where no acceptable proposals are available under sub-Paragraphs 2.3.3.1, 2.3.3.2 or 2.3.3.3 of this Call-Off Schedule, at the Buyer's sole discretion, proposals for amending the relevant Credit Rating Threshold through the Change Control Procedure set out in Call-Off Schedule 24.
- 2.3.4. the Supplier shall provide all reasonable assistance and information including Impact Assessments at the Buyer's request; and
- 2.3.5. the provisions of this Paragraph 2.3 shall only apply to the Monitored Companies listed in sub-Paragraph 2.3.1 of this Call-Off Schedule.
- 2.3.6. From the Operational Service Commencement Date set out in Call-Off Schedule 13 (Implementation and Testing) or the relevant Change Authorisation Note Paragraphs 2.3.1 to 2.3.5 of this Call-Off Schedule shall cease to have effect and the remainder of the provisions of this Call-Off Schedule will apply in full to the Supplier and all Monitored Companies including those set out in Paragraph 2.3.1 of this Call-Off Schedule.

OFFICIAL

**Call-Off Schedule 29 (Financial Difficulties)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**3. WHAT HAPPENS WHEN CREDIT RATINGS CHANGE**

- 3.1. The Supplier warrants and represents to CCS and the Buyer that as at the Call-Off Start Date the long-term Credit Ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2 to this Call-Off Schedule.
- 3.2. The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS and the Buyer in writing if there is any downgrade in the Credit Rating issued by any Rating Agency for a Monitored Company (whether or not such downgrade is below the Credit Rating Threshold).
- 3.3. If there is any downgrade Credit Rating issued by any Rating Agency for any Monitored Company at any time during the Call-Off Contract Period, the Supplier shall ensure that the relevant Monitored Company's auditors thereafter provide CCS and the Buyer with written calculations of the quick ratio for the relevant Monitored Company as at:
  - 3.3.1. the end of each Call-Off Contract Year; or
  - 3.3.2. such other date as may be requested by CCS and/or the Buyer.
- 3.4. The Supplier shall ensure that the calculations it is required to provide in accordance with Paragraph 3.3 of this Call-Off Schedule shall also be provided within ten (10) Working Days of:
  - 3.4.1. the end of each Call-Off Contract Year; and
  - 3.4.2. written request by CCS and/or the Buyer (such requests not to exceed four (4)) in any Call-Off Contract Year.
- 3.5. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

- A is the value at the relevant date of all cash in hand and at the bank of the Monitored Company;
- B is the value of all marketable securities held by the Monitored Company determined using closing prices on the Working Day preceding the relevant date;
- C is the value at the relevant date of all account receivables of the Monitored Company; and

OFFICIAL



**Call-Off Schedule 29 (Financial Difficulties)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

D is the value at the relevant date of the current liabilities of the Monitored Company.

**3.6. The Supplier shall:**

3.6.1. regularly monitor the Credit Ratings of each Monitored Company with the Rating Agencies; and

3.6.2. promptly notify (or shall procure that its auditors promptly notify) CCS and the Buyer in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within ten (10) Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

3.7. For the purposes of determining whether a Financial Distress Event has, or may, occur the Credit Rating of the Monitored Company (as the case may be) shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

**4. WHAT HAPPENS IF THERE IS A FINANCIAL DISTRESS EVENT**

4.1. In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS and/or the Buyer becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS and the Buyer shall have the rights and remedies as set out in Paragraphs 4.2 to 4.7 of this Call-Off Schedule. For the avoidance of doubt, either CCS or the Buyer may exercise the rights and remedies as set out in Paragraphs 4.2 to 4.7 of this Call-Off Schedule collectively or separately.

4.2. If CCS exercises the rights and remedies as set out in this Call-Off Schedule, the Supplier will notify the Buyer within five (5) Working Days of becoming aware that CCS is doing so. The Buyer may, at its absolute discretion, exercise its rights and remedies as set out in this Call-Off Schedule in addition to CCS.

4.3. In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS and/or the Buyer that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS and the Buyer shall not exercise any of its rights or remedies under Paragraph 4.4 of this Call-Off Schedule without first giving the Supplier ten (10) Working Days to:

4.3.1. rectify such late or non-payment; or

OFFICIAL

**Call-Off Schedule 29 (Financial Difficulties)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 4.3.2. demonstrate to CCS's and the Buyer's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.4. The Supplier shall and shall procure that the other Monitored Companies shall:
  - 4.4.1. at the request of CCS and/or the Buyer meet CCS and/or the Buyer as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of the Call-Off Contract and Delivery of the Deliverables in accordance with the Call-Off Contract; and
  - 4.4.2. where CCS and/or the Buyer reasonably believes (taking into account the discussions and any representations made under Paragraph 4.4.1 of this Call-Off Schedule) that the Financial Distress Event could impact on the continued performance of the Call-Off Contract and Delivery of the Deliverables in accordance with the Call-Off Contract:
    - 4.4.2.1. submit to CCS and the Buyer for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable in the context of the severity of the Financial Distress Event (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
    - 4.4.2.2. provide such financial information relating to the Monitored Company as CCS and/or the Buyer may reasonably require in order to understand the risk to the Deliverables, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.
- 4.5. If CCS and/or the Buyer does not (acting reasonably) Approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS and/or the Buyer as soon as reasonably practicable in the context of the severity of the Financial Distress Event (and in any event within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts). This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS and/or the Buyer or referred to the Dispute Resolution Procedure.

OFFICIAL

**Call-Off Schedule 29 (Financial Difficulties)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 4.6. If CCS and/or the Buyer considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.7. Following Approval of the Financial Distress Service Continuity Plan by CCS and/or the Buyer, the Supplier shall:
  - 4.7.1. on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance of the Call-Off Contract and Delivery of the Deliverables in accordance with the Call-Off Contract;
  - 4.7.2. where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.7.1 of this Call-Off Schedule, submit an updated Financial Distress Service Continuity Plan to CCS and/or the Buyer for its Approval, and the provisions of Paragraphs 4.6 and 4.7 of this Call-Off Schedule shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
  - 4.7.3. comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Service Continuity Plan.
- 4.8. Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and the Buyer and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.7 of this Call-Off Schedule.
- 4.9. CCS may share any information it receives from the Supplier in accordance with this Paragraph 4 with any Buyer who has entered into a Call-Off Contract with the Supplier.
- 4.10. The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at Paragraph 4.4.2.2 of this Call-Off Schedule is available when required and on request from CCS and/or the Buyer and within reasonable timescales. Such measures may include:

OFFICIAL

**Call-Off Schedule 29 (Financial Difficulties)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 4.10.1. obtaining in advance written authority from any Monitored Company authorising the disclosure of the information to CCS and/or the Buyer and/or entering into confidentiality agreements which permit disclosure;
- 4.10.2. agreeing in advance with CCS and/or the Buyer, and any Monitored Company a form of confidentiality agreement to be entered into by the relevant parties to enable the disclosure of the information to CCS and/or the Buyer;
- 4.10.3. putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to CCS and/or the Buyer (which may include making price sensitive information available to CCS and/or the Buyer's nominated personnel through confidential arrangements, subject to their consent); and
- 4.10.4. disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

**5. WHEN CAN CCS OR THE BUYER TERMINATE FOR FINANCIAL DISTRESS**

- 5.1. CCS shall be entitled to terminate the Framework Contract and the Buyer shall be entitled to terminate the Call-Off Contract for material Default if:
  - 5.1.1. the Supplier fails to notify CCS and the Buyer of a Financial Distress Event in accordance with Paragraph 3.6 of this Call-Off Schedule; and/or
  - 5.1.2. CCS and/or the Buyer and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.4 to 4.6 of this Call-Off Schedule; and/or
  - 5.1.3. the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.7.3 of this Call-Off Schedule.
- 5.2. For the avoidance of doubt, nothing in this Paragraph 5 shall entitle CCS to terminate the Call-Off Contract. In the event that CCS does terminate the Framework Contract in accordance with Paragraph 5.1 of this Call-Off Schedule, the Supplier shall continue to meet its obligations under this Call-Off Contract pursuant to Clause 10.8.1 (Partially ending and suspending the contract) of the Call-Off Contract.

OFFICIAL

**Call-Off Schedule 29 (Financial Difficulties)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**6. WHAT HAPPENS IF YOUR CREDIT RATING IS STILL GOOD**

- 6.1. Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 4 of this Call-Off Schedule, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the Credit Ratings do not drop below the relevant Credit Rating Threshold, then:
  - 6.1.1. the Supplier shall be relieved automatically of its obligations under Paragraphs 4.4 to 4.7 of this Call-Off Schedule (until such time as the relevant Credit Rating for the Monitored Company falls below the Credit Rating Threshold from which point the Supplier's obligations and CCS' and/or the Buyer's rights and remedies under Paragraph 4 of this Call-Off Schedule shall re-apply); and
  - 6.1.2. CCS and/or the Buyer shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.4.2.2 of this Call-Off Schedule.













**Call-Off Schedule 30 (Guarantee)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 30**

**GUARANTEE**

OFFICIAL

**Call-Off Schedule 30 (Guarantee)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Call-Off Schedule 30 (Guarantee)**

### **1. DEFINITIONS**

- 1.1. In this Call-Off Schedule, the provisions of Call-Off Schedule 23 (Definitions) shall apply.

### **2. CALL-OFF GUARANTEE**

- 2.1. Where the Buyer has notified the Supplier that the award of the Call-Off Contract by the Buyer shall be conditional upon receipt of a valid Call-Off Guarantee, then, on or prior to the execution of the Call-Off Contract, as a condition for the award of that Call-Off Contract, the Supplier shall deliver to the Buyer:
- 2.1.1. an executed Call-Off Guarantee from a Call-Off Guarantor; and
  - 2.1.2. a certified copy extract of the board minutes and/or other approval of the Call-Off Guarantor Approving the execution of the Call-Off Guarantee.
- 2.2. Where a Buyer has notified the Supplier that the award of the Call-Off Contract by the Buyer shall not be conditional upon receipt of a valid Call-Off Guarantee at the Call-Off Start Date then the Supplier agrees to:
- 2.2.1. nominate a Call-Off Guarantor for review and consideration by the Buyer within five (5) Working Days of being notified by the Buyer to do so; and
  - 2.2.2. undertakes to ensure that the nominated Call-Off Guarantor:
    - 2.2.2.1. signs the Call-Off Guarantee within five (5) Working Days of being required to do so; and
    - 2.2.2.2. provides a certified copy extract of the board minutes and/or resolution of the Call-Off Guarantor Approving the execution of the Call-Off Guarantee.
- 2.3. The Buyer is entitled to notify the Supplier under Paragraph 2.2.1 of this Call-Off Schedule at any time during the Call-Off Contract Period in response to a material change in the Supplier's circumstances, regardless of whether or not a Financial Distress Event has occurred.
- 2.4. Where a Buyer has procured a Call-Off Guarantee from the Supplier under Paragraphs 2.1 or 2.2 (as applicable) of this Call-Off Schedule, the Buyer may terminate the Call-Off Contract for material Default where:

OFFICIAL

**Call-Off Schedule 30 (Guarantee)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 2.4.1. the Call-Off Guarantor withdraws the Call-Off Guarantee for any reason whatsoever;
- 2.4.2. the Call-Off Guarantor is in breach or anticipatory breach of the Call-Off Guarantee;
- 2.4.3. an Insolvency Event occurs in respect of the Call-Off Guarantor;
- 2.4.4. the Call-Off Guarantee becomes invalid or unenforceable for any reason whatsoever (in whole or in part); or
- 2.4.5. the Supplier fails to provide the documentation required by Paragraphs 2.1 or 2.2 (as applicable) of this Call-Off Schedule by the date specified by the Buyer;

and in each case the Call-Off Guarantee (as applicable) is not replaced within a reasonable period (and in any event within the timeframe as specified by the Buyer) by an alternative guarantee agreement acceptable to the Buyer.

OFFICIAL

**Call-Off Schedule 30 (Guarantee)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## Annex 1 – Form of Guarantee

*(Guarantor Letterhead or Swift identifier Code)*

**To:**

..... *(Insert name and contact information of the Beneficiary)*

Date: *(date of issuance)*

**Type of Guarantee:**

Performance Guarantee

**Guarantee N°**

**The Guarantor:**

BNP Paribas ...*(insert name and address of place of issue, unless indicated in the letterhead)*

**The Applicant:**

..... *(Insert name and address)*

**The Beneficiary:**

..... *(Insert name and address)*

**The Underlying Relationship:**

The Applicant's obligation in respect of *[insert reference number or other information identifying the contract or other relationship between the applicant and the beneficiary on which the guarantee is based]* (the "**Contract**")

**Guarantee Amount and currency:**

..... (say: ..... ) *[insert in figures and words the maximum amount payable and the currency in which it is payable]* (the "**Guaranteed Amount**")

**Any document required in support of the demand for payment, apart from the supporting statement that is explicitly required in the text below:**

*[insert any additional document required in support of the demand for payment. If requires no documents other than the demand and the supporting statement keep this space empty or indicate "none"]*

**Language of any required documents:**

*[insert the language of any required document. Documents to be issued by the applicant or the beneficiary shall be in the language of the guarantee unless otherwise indicated herein]*

**Form of Presentation:**

A demand under this Guarantee shall:

OFFICIAL

**Call-Off Schedule 30 (Guarantee)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- a) be in writing and signed by the Beneficiary,
- b) state:
  - a. the amount that is claimed;
  - b. that the Applicant has breached the terms of the Contract including details of the breach and that the amount claimed is validly due under the terms of the Contract; and
  - c. give full details of the bank account in England to which the sum so demanded is to be paid by us,
- c) be accompanied by a copy of this Guarantee in its original executed form.

**Place for Presentation:**

[Guarantor to insert address of branch where a paper presentation is to be made or in the case of an electronic presentation, an electronic address such as the Guarantor's swift address. If no place for presentation is indicated in this field , the Guarantor's place of issue indicated above shall be the place for presentation] ]

**Expiry:**

..... (*Insert expiry date or describe expiry event*)

**The party liable for the payment of any charges:**

..... (*Insert the name of the party*)

- 1 We hereby irrevocably give the Beneficiary this Guarantee (subject to the terms and conditions stated below) and undertake to pay unconditionally to the Beneficiary in sterling all amounts incurred by the Applicant following a breach of the Contract provided always that our maximum aggregate liability under the terms of this Guarantee shall not exceed the Guaranteed Amount.
- 2 The Guarantee shall be payable five (5) business days after the receipt by us of a written demand complying with the requirements of this Guarantee. For the avoidance of doubt multiple written demands may be made under this Guarantee subject to the cumulative total of all demands not exceeding the Guaranteed Amount.
- 3 Any demand under this Guarantee must be received by us on or before Expiry at the Place for Presentation indicated above.
- 4 Notwithstanding anything to the contrary herein, it is hereby confirmed that this Guarantee constitutes our direct obligation to make payment in accordance with

OFFICIAL

**Call-Off Schedule 30 (Guarantee)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

the terms of this Guarantee without reference to the Applicant and without examination of the liability of the Applicant in respect of the Contract and without us having to concern ourselves with the legality, validity, enforceability or existence of the claim or the accuracy, validity or genuineness of any statement or signature received by us in respect of the demand or whether you are entitled to make such demand. Any amounts due hereunder will be paid without reference to any rights of set-off or counter claim that the Applicant may have against you and whether or not the Applicant disputes the truth or accuracy of any statement given in the Form of Presentation.

- 5 This Guarantee may be enforced without you first taking any steps or proceedings against the Applicant.
- 6 This Guarantee is a continuing guarantee and our liability to you under this Guarantee shall not be affected by any fluctuations in the amount due to you from time to time from the Applicant including any nil or credit balances and shall remain in full force notwithstanding the liquidation of the Applicant or the appointment of an administrator of the Applicant or the appointment of a receiver of all or any part of the assets of the Applicant.
- 7 Any variation of the terms of this Guarantee shall be made in writing and signed by all signatories to this Guarantee.
- 8 The benefit of this Guarantee shall be for the benefit of the Beneficiary only, pursuant to the terms of this Guarantee.
- 9 No other person, other than the Beneficiary, shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee.
- 10 This Guarantee shall be executed as a deed and shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes which may arise out of or in connection with this Guarantee and for these purposes irrevocably submit to the jurisdiction of the courts of England and waive any objection to the courts of England being nominated as the forum to hear any such proceedings and to settle any such disputes and agree not to claim that the courts of England are not a convenient or appropriate forum.

Yours faithfully

—

OFFICIAL



**Call-Off Schedule 30 (Guarantee)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

\_\_\_\_\_  
Executed as a Deed by

[ ]

acting by:

[ ]

[ ]

**The Beneficiary**

We hereby confirm we have read and understood the above terms and agree to abide by such terms in full.

\_\_\_\_\_  
[ ]

\_\_\_\_\_  
[ ]

OFFICIAL

**Call-Off Schedule 31 (Minimum Standards of Reliability)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 31**

**MINIMUM STANDARDS OF RELIABILITY**

OFFICIAL

**Call-Off Schedule 31 (Minimum Standards of Reliability)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Call-Off Schedule 31 (Minimum Standards of Reliability)**

NOT USED

OFFICIAL

**Call-Off Schedule 32 (Rectification Plan)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 32**

**RECTIFICATION PLAN**

OFFICIAL

**Call-Off Schedule 32 (Rectification Plan)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Call-Off Schedule 32 (Rectification Plan)**

### **1. PROCEDURE**

- 1.1. Where the Buyer requires that the Supplier provides a Rectification Plan, the Buyer's request, in the form set out in Annex 1 to this Call-Off Schedule, shall specify details of the relevant Default (or other failure referred to in Call-Off Schedule 14 (Service Levels), which, for the purposes of this Call-Off Schedule shall constitute a Default), in response to which the Rectification Plan is required, including any details of the impact of the Default on the Supplier and/or any Other Supplier (to the extent known).
- 1.2. A Rectification Plan shall be provided by the Supplier in response to a Buyer's request, on or before the specified deadline, which shall identify:
  - 1.2.1. the cause of the Default;
  - 1.2.2. an assessment of the impact of the Default;
  - 1.2.3. steps to be taken to rectify the Default (and related timescales); and
  - 1.2.4. steps to be taken to prevent the recurrence of the Default.
- 1.3. In conducting the assessment as part of preparing the Rectification Plan, the Supplier shall consult with the relevant Buyer personnel for input including in respect of any Service Level Failure, Critical Service Level Failure, Incident or Downtime, and any Service Credits that may be payable. Such consultation shall also reference if any provisions of Call-Off Schedule 8 (Business Continuity and Disaster Recovery) need to be invoked.
- 1.4. The Buyer shall review the relevant Rectification Plan pursuant to Clauses 10.4.2 and 10.4.3 (Ending the contract) of the Call-Off Contract.
- 1.5. The Supplier acknowledges that provision and successful implementation of the Rectification Plan shall be without prejudice to the accrued rights and remedies of the Supplier in response to the relevant Default.

OFFICIAL

**Call-Off Schedule 32 (Rectification Plan)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**ANNEX 1 - Request for a Rectification Plan**

| Request for [Revised] Rectification Plan                 |                                                                                           |                  |  |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------|------------------|--|
| Details of the Default:                                  | [Guidance: Explain the Default, with clear schedule and clause references as appropriate] |                  |  |
| Deadline for receiving the [Revised] Rectification Plan: | [add date (minimum 3 Working Days and maximum 10 Working Days from request)]              |                  |  |
| Signed by [CCS/Buyer]:                                   |                                                                                           | Date:            |  |
| Supplier [Revised] Rectification Plan                    |                                                                                           |                  |  |
| Cause of the Default                                     | [add cause]                                                                               |                  |  |
| Anticipated Impact Assessment:                           | [add impact]                                                                              |                  |  |
| Actual effect of Default:                                | [add effect]                                                                              |                  |  |
| Steps to be taken to rectification:                      | <b>Steps</b>                                                                              | <b>Timescale</b> |  |
|                                                          | 1.                                                                                        | [date]           |  |
|                                                          | 2.                                                                                        | [date]           |  |
|                                                          | 3.                                                                                        | [date]           |  |
|                                                          | 4.                                                                                        | [date]           |  |
|                                                          | [...]                                                                                     | [date]           |  |
| Timescale for complete rectification of Default          | [X] Working Days                                                                          |                  |  |
| Steps taken to prevent recurrence of Default             | <b>Steps</b>                                                                              | <b>Timescale</b> |  |
|                                                          | 1.                                                                                        | [date]           |  |
|                                                          | 2.                                                                                        | [date]           |  |
|                                                          | 3.                                                                                        | [date]           |  |
|                                                          | 4.                                                                                        | [date]           |  |
|                                                          | [...]                                                                                     | [date]           |  |
| Signed by the Supplier:                                  |                                                                                           | Date:            |  |
| Review of Rectification Plan [CCS/Buyer]                 |                                                                                           |                  |  |
| Outcome of review                                        | [Plan Accepted] [Plan Rejected] [Revised Plan Requested]                                  |                  |  |

OFFICIAL

**Call-Off Schedule 32 (Rectification Plan)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                         |               |       |  |
|---------------------------------------------------------|---------------|-------|--|
| Reasons for Rejection (if applicable)                   | [add reasons] |       |  |
| Signed by<br>[CCS/Buyer/Cluster Member (if applicable)] |               | Date: |  |

OFFICIAL

**Call-Off Schedule 33 (Processing Data)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 33**

**PROCESSING DATA**



**Call-Off Schedule 33 (Processing Data)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Call-Off Schedule 33 (Processing Data)**

**1. PROCESSING RESTRICTIONS**

- 1.1. The only processing that the Processor is authorised to do is as listed or expressly referenced in this Call-Off Schedule and may not be determined by the Processor without the Controller's prior written consent.
- 1.2. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

**Data Protection Impact Assessment**

- 1.3. Prior to undertaking any Personal Data processing, and prior to any Change to the processing of any Personal Data contemplated by this Call-Off Schedule (including any data sharing agreements required to be implemented by the Supplier pursuant to sub-Paragraph 3.6.8.3 of Part A to Call-Off Schedule 20 (Call-Off Specification)), the Processor shall undertake a thorough Data Protection Impact Assessment in relation to all potential and contemplated processing of Personal Data that may be undertaken by the Processor in connection with the provision of any of the Services, to ensure that any and all processing undertaken by the Processor during the Call-Off Contract Period complies with Data Protection Legislation and all standards and principles listed in sub-Paragraphs 1.6.1.5-1.6.1.8 (inclusive) of this Call-Off Schedule.
- 1.4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
  - 1.4.1. a systematic description of the envisaged processing operations and the purpose of the processing;
  - 1.4.2. an assessment of the necessity and proportionality of the processing operations in relation to the Deliverables;
  - 1.4.3. an assessment of the risks to the rights and freedoms of Data Subjects; and
  - 1.4.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

**General compliance**

- 1.5. The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Call-Off Contract process that

**Call-Off Schedule 33 (Processing Data)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Personal Data only in accordance with the following (in order of priority):

- 1.5.1. Data Protection Legislation;
  - 1.5.2. this Call-Off Schedule;
  - 1.5.3. the Controller's written instructions (to the extent compliant with Data Protection Legislation);
  - 1.5.4. the seven (7) principles applicable to processing of any Personal Data that can be used to identify an individual, living patient, as contained in the 2013 revision of the Caldicott "Information Governance Review" (more commonly known as "**The Caldicott Principles**");
  - 1.5.5. any data sharing arrangements required by the Buyer to be established and implemented between the Supplier (as the Processor) and any Other Supplier or Related Supplier (as required by Call-Off Schedule 35 (Co-operation) and the Co-operation Framework; and
  - 1.5.6. the Processor's updated privacy policy (to the extent compliant with applicable Data Protection Legislation and not inconsistent with the Controller's written instructions).
- 1.6. The Processor shall additionally ensure that:
- 1.6.1. it has in place Protective Measures (including encryption of voice and correspondence recordings in transit), which are appropriate to protect against a Data Loss Event (including the recurrence of any previous Data Loss Event), which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
    - 1.6.1.1. nature of the Personal Data to be protected;
    - 1.6.1.2. harm that might result from a Data Loss Event;
    - 1.6.1.3. state of technological development;
    - 1.6.1.4. cost of implementing any measures;
    - 1.6.1.5. requirements of ISO15489 (in relation to Personal Data stored electronically);
    - 1.6.1.6. Caldicott Principles;
    - 1.6.1.7. National Data Guardian's Data Security Standards ("**NDG Standards**"); and

OFFICIAL

**Call-Off Schedule 33 (Processing Data)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 1.6.1.8. any other related data processing standards, principles, measures or tools that are issued by the Buyer or the relevant statutory or supervisory authority with responsibility for the Data Protection Legislation in the jurisdiction of the Data Controller in relation to the processing of patient Personal Data during the Call-Off Contract Period subject to agreement between the Parties in accordance with the Change Control Procedure.
- 1.6.2. its BCDR Plan (required to be implemented pursuant to Call-Off Schedule 8 (Business Continuity and Disaster Recovery) is appropriate, and specifically tailored, to protect against a Data Loss Event in accordance with the NHS Standards, NDG Standards and the Caldicott Principles;
- 1.6.3. the Processor Personnel do not process Personal Data except in accordance with Paragraph 1.5 of this Call-Off Schedule;
- 1.6.4. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that:
  - 1.6.4.1. they are aware of and comply with the Processor's duties under this sub-Paragraph 1.6.4;
  - 1.6.4.2. they are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
  - 1.6.4.3. they only have access to the categories of Personal Data that they need;
  - 1.6.4.4. they are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by this Call-Off Contract;
  - 1.6.4.5. they have undergone adequate training in the use, care, protection and handling of Personal Data, that is updated on an intermittent basis and as required; and
  - 1.6.4.6. neither those Processor Personnel, the Supplier nor any Subprocessor transfers

OFFICIAL

**Call-Off Schedule 33 (Processing Data)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Personal Data outside of the UK (including hosting the data from virtualisation Cloud servers hosted from non-UK based data centres) unless the prior written consent of the Controller has been obtained, such consent shall be deemed to have been given at the Call-Off Start Date to any non-UK Personal Data transfers, set out in Annex 2 to this Call-Off Schedule; and the:

- (i) Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
- (ii) Data Subject has enforceable rights and effective legal remedies;
- (iii) Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
- (iv) Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

1.6.5. subject to the following, at the written direction of the Controller, irretrievably delete or return Personal Data (and any copies of it) to the Controller within forty (40) Working Days of termination of this Call-Off Contract (and provide written certification to the Controller of its compliance with these requirements) unless the Processor:

1.6.5.1. is required by Data Protection Legislation or pursuant to Paragraph 1.6.6 of this Call-Off Schedule to retain the Personal Data for an extended, fixed retention period;

1.6.5.2. states in its privacy policy that it ordinarily retains Personal Data for up to seven (7) years (or such other period as required by applicable Data Protection Legislation) following

**Call-Off Schedule 33 (Processing Data)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- termination of any contract to which it is a party (which may include this Call-Off Contract);
- 1.6.5.3. needs to maintain any Personal Data for the purposes of any Call-Off Catalogue Item that may be requested by the Buyer as a Service Request either during the Call-Off Contract Period or in connection with Call-Off Schedule 10 (Exit Management); or
- 1.6.5.4. is otherwise retaining Personal Data as permitted by Annex 1 to this Call-Off Schedule; and
- 1.6.6. it stores, retains and / or irretrievably and securely destroys any Personal Data in accordance with the following:
- 1.6.6.1. any Personal Data it processes shall be stored and retained by the Supplier (or the relevant Subprocessor(s)) for the Call-Off Contract Period (including any Termination Assistance Period, if required under Call-Off Schedule 10 (Exit Management)) (**“the Data Retention Period”**);
- 1.6.6.2. on (or before) the expiry or termination of the Call-Off Contract Period, the Buyer shall notify the Supplier (for inclusion in the draft and finalized Exit Plans) which Personal Data is to be returned to the Buyer and which Personal Data the Buyer requires to be retained by the Supplier beyond the Data Retention Period;
- 1.6.6.3. decisions made regarding revised Data Retention Periods applicable to categories of Personal Data at Service Review meetings not less than once per Call-Off Contract Year (as more particularly described in sub-Paragraph 7.1.7 of Call-Off Schedule 15 (Call-Off Contract Management));
- 1.6.6.4. any Personal Data which the Supplier is required to retain beyond the Data Retention Period shall will be subject to the Change Control Procedure and agreed by the Parties in a Change Authorisation Note as set out in the Exit Call-Off Catalogue and subsequently reflected in the finalized Exit Plan; and

**Call-Off Schedule 33 (Processing Data)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 1.6.6.5. any Personal Data the Supplier is required to returned to the Buyer which requires any non-standard software, licenses or equipment to manage, maintain and analyse shall be subject to the Change Control Procedure and agreed in a Change Authorisation Note as set out in the Exit Call-Off Catalogue; and
- 1.6.6.6. any Personal Data within the Supplier's possession (as determined by this Call-Off Schedule) which is no longer required to be processed or retained is irretrievably and securely destroyed after the Data Retention Period, and provide written certification to the Controller of such destruction within thirty (30) days of the its destruction .

**Processor indemnity**

- 1.7. In addition to (and to the extent not already covered by) any other related indemnity given by the Processor elsewhere in this Call-Off Contract, the Processor shall indemnify the Controller from and against any and all Losses which the Controller suffers or incurs arising out of, or in connection with, any breach by the Processor of any of its obligations imposed by this Call-Off Schedule.
- 1.8. The limits of liability applicable to indemnities for breaches of Data Protection Legislation (as specified in Clause 11.5 (How much you can be held responsible for) of the Call-Off Contract) shall apply to the indemnity given under Paragraph 1.7 of this Call-Off Schedule.

**Processor co-operation**

- 1.9. Subject to Paragraph 1.10 of this Call-Off Schedule, the Processor shall notify (including providing full details and copies of the relevant complaint, communication or request, as applicable) the Controller without undue delay (and in any event within seventy two (72) hours, prior to responding to the relevant communication, and in accordance with NHS Digital and NHS Commissioning Board guidance) and in writing (including via the NHS DPST, where appropriate) if it receives, or becomes aware of:
  - 1.9.1. a Data Subject Request (or purported Data Subject Request);
  - 1.9.2. a request to rectify, block or erase any Personal Data;
  - 1.9.3. any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

**Call-Off Schedule 33 (Processing Data)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 1.9.4. any communication from the Information Commissioner's Office ("ICO") or any other regulatory authority in connection with Personal Data processed under this Call-Off Contract;
  - 1.9.5. a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Data Protection Legislation; or
  - 1.9.6. a Data Loss Event (whether or not the Processor is wholly or substantially responsible for the cause of the Data Loss Event).
- 1.10. The Processor's obligation to notify under Paragraph 1.9 of this Call-Off Schedule shall include the provision of further information to the Controller in phases (as details become available) to ensure that the Controller remains suitably updated as to the Processor's compliance with the relevant complaint, communication or request. Where the Controller is the Buyer, the Supplier (as Processor) shall forward any Data Subject Requests (and any subsequent communications) to [england.ig-corporate@nhs.net](mailto:england.ig-corporate@nhs.net) within three (3) Working Days of receipt.
- 1.11. Taking into account the nature of the processing, the Processor shall provide the Controller and other IUC Providers with full assistance in relation to either Party's obligations under Data Protection Legislation and/or any complaint, communication or Data Subject Request made under Paragraph 1.9 of this Call-Off Schedule (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- 1.11.1. the Controller with full details and copies of the complaint, communication or request;
  - 1.11.2. such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - 1.11.3. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - 1.11.4. assistance as requested by the Controller following any Data Loss Event;
  - 1.11.5. details of the relevant IUC Provider to whom the relevant complaint or Data Subject Request relates through its call-trace functionality; and
  - 1.11.6. assistance as requested by the Controller with respect to any request from the ICO, or any consultation by the Controller with the ICO.

**Call-Off Schedule 33 (Processing Data)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 1.12. The Processor shall provide all reasonable assistance necessary and/or requested by the Controller, to the Controller where the outcome of the Data Protection Impact Assessment causes the Controller to consult with the ICO.
- 1.13. Where the Processor is the Supplier, the Processor agrees to:
  - 1.13.1. co-operate with Other Suppliers and any Related Supplier in accordance with the provisions of Call-Off Schedule 35 (Co-operation); and
  - 1.13.2. enter into any necessary, written data sharing agreements with any relevant Other Suppliers or Related Suppliers (as required by sub-Paragraph 3.6.8.3 of Call-Off Schedule 20 (Call-Off Specification)) containing such provisions that are sufficient to satisfy the minimum contractual requirements stipulated by Article 28 of the GDPR (or such other Data Protection Legislation where the GDPR is no longer directly applicable in England).

**Records maintenance**

- 1.14. As the data processing is not occasional and may include special category data, the Processor shall maintain complete, and accurate records and information to demonstrate its compliance with this Call-Off Schedule, including in accordance with the retention requirements of sub-Paragraph 1.6.5 of this Call-Off Schedule.
- 1.15. To enable the Controller to respond to Data Subject Requests in accordance with the NHS Care Record Guarantee, the Processor shall ensure that all records maintained under Paragraph 1.14 of this Call-Off Schedule are suitably accessible, including through maintaining a record access audit log. The Processor expressly acknowledges that all Data Subject Requests received from patients should be submitted directly to the relevant clinical governance teams (not the Processor), and the Processor therefore agrees not to respond to any Data Subject Request directly without seeking the prior consent of the Controller.
- 1.16. The Processor shall allow for audits of its data processing activity by the Controller or the Controller's designated auditor. The Processor shall provide any required records to the Controller within five (5) Working Days of receipt of any such request.
- 1.17. Each Party shall designate its own Data Protection Officer if required by Data Protection Legislation or the Caldicott Principles.

**Sub-processing**

- 1.18. Before allowing any Subprocessor to process any Personal Data related to this Call-Off Contract, the Processor must:



**Call-Off Schedule 33 (Processing Data)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 1.18.1. in order to give the Controller the opportunity to reasonably object to such changes, in lieu of the requirements of sub-Paragraph 1.18.2 of this Call-Off Schedule, notify the Controller of the intended Subprocessor and processing in writing at least ten (10) Working Days before the Supplier authorises and permits the new or replacement Subprocessor to access any Personal Data; or
- 1.18.2. obtain the written consent of the relevant Controller (completing and submit a Change Request to the Buyer or any Cluster Member, where the Controller is the Buyer or the Cluster Member (as applicable)) such consent to have been deemed to be given upon the relevant Controller's signature on the Call off Contract to those Subprocessors listed in Annex 2 to this Call-Off Schedule; and
- 1.18.3. enter into a written agreement with the Subprocessor which gives effect to the:
  - 1.18.3.1. terms set out in this Call-Off Schedule such that they apply to the Subprocessor;
  - 1.18.3.2. minimum requirements for Processor to Subprocessor contracts stipulated by Article 28 of the GDPR; and
  - 1.18.3.3. provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 1.19. Where the Supplier is the Processor and wishes to appoint a Subprocessor under Paragraph 1.18 of this Call-Off Schedule, the Supplier shall additionally:
  - 1.19.1. provide the Buyer or relevant Cluster Member (as Controller) with all information relating to the Subprocessor required by Paragraph 2.4 of Call-Off Schedule 28 (Key Subcontractors); and
  - 1.19.2. comply with its publication obligations under Call-Off Schedule 34 (Supply Chain Visibility), where applicable.
- 1.20. The Processor shall remain fully liable for all data processing acts or omissions of any of its Subprocessors, including the relevant Subprocessor's compliance with the data retention obligations applicable to the Processor under this Call-Off Schedule.

**Call-Off Schedule 33 (Processing Data)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Changes to this Call-Off Schedule**

- 1.21. The Controller may, at any time on not less than thirty (30) Working Days' notice, revise this Call-Off Schedule by replacing it with any applicable controller to processor standard paragraphs or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Call-Off Contract).
- 1.22. The Parties agree to take account of any guidance issued by the ICO. The Controller may on not less than thirty (30) Working Days' notice to the Processor amend this Call-Off Contract to ensure that it complies with any guidance issued by the ICO.

**Call-Off Schedule 33 (Processing Data)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Annex 1: Authorised Processing Template**

In accordance with the provisions of this Call-Off Schedule and Clause 14.1 (Data Protection) of the Call-Off Contract, this Annex 1 and Call-Off Schedule shall only apply to those aspects of the Services where the Buyer is acting in its capacity as Controller and the Supplier is the Processor (as described below).

| <b>Description of Authorised Processing</b> | <b>Details</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Identity of the Controller and Processor    | <p><b>Data Processor Services</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, CCS/the Buyer/Cluster Member is the Controller and the Supplier is the Processor in accordance with Clause 14.1 (Data Protection) of the Call-Off Contract in relation to Personal Data ordinarily processed directly in connection with the Services.</p> <p><b>Data Controller Services</b></p> <p>For all other low level management information and related correspondence exchanged between the Parties in the ordinary course of providing the Services, the Parties respectively agree that each Party will act as an independent Data Controller in connection with such Personal Data from which their own staff (such as Supplier Staff, Key Supplier Staff, and any Key Personnel) can be identified.</p> <p>Where there is data processed for the purpose of conveyance of a communication on an electronic communications network and for billing, and such data includes Personal Data ("Traffic Data"), the Supplier shall act as an independent Controller.</p> <p>Where the Supplier acts as an independent Controller, this Call-Off Schedule shall not apply.</p> <p>111 and NPFS BSL Interpreter Services – The Supplier is not acting as a Processor for these Services because the Services are provided on the Subcontractor's platform(s), under the Subcontractor's privacy policy. This means the Subcontractor is acting as an independent Controller from both Supplier and Buyer for the Personal Data it is Processing in the 111 and NPFS BSL Interpreter</p> |

**Call-Off Schedule 33 (Processing Data)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

|                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                 | Services for the purpose of any low level management information passed between the parties for the purpose of delivering these 111 and NPFS BSL Interpreter Services, refer to the paragraph above.                                                                                                                                                                                                                                                 |
| Subject matter of the processing                                                                                                                                | The provision by the Supplier of the Supplier 111 Services, the Supplier NPFS Services, and the Services generally shall cause the Supplier to process, store and transmit Personal Data for the purposes of managing the Buyer's / Cluster Member's and any Buyer's 111 Service and NPFS telephony services, including intelligent routing of calls to IUC Providers to assist the public in accessing urgent health care services (when required). |
| Duration of the processing                                                                                                                                      | The period from the Call-Off Start Date to the expiry or termination (all or part, as applicable) of the Call-Off Contract and until the fulfilment of any Termination Assistance to any Replacement Supplier and any agreed Data Retention Period.                                                                                                                                                                                                  |
| Nature and purposes of the processing                                                                                                                           | <p>The purposes shall be:</p> <ul style="list-style-type: none"> <li>intelligent routing of calls to IUC Providers to assist the public in accessing urgent health care services (when required).</li> </ul>                                                                                                                                                                                                                                         |
| Type of Personal Data                                                                                                                                           | <ul style="list-style-type: none"> <li>Patient telephone numbers and mobile, landline and VoIP call location identifier data only;</li> <li>Where relevant, medical information, voice recordings; and</li> <li>Where relevant, contact information or personal identification.</li> </ul>                                                                                                                                                           |
| Categories of Data Subject                                                                                                                                      | <ul style="list-style-type: none"> <li>Members of the public using any 111 Service(s), i.e. any service that is delivered via the 111 telephony infrastructure using the 111 Number or the 119 Number.</li> </ul>                                                                                                                                                                                                                                    |
| Plan for return and destruction of the data once the processing is complete<br>UNLESS requirement under union or member state Law to preserve that type of data | Personal Data to be deleted as a matter of course in accordance with the timeframes referenced in Paragraph 1.6.6 of this Call-Off Schedule, or otherwise in accordance with the provisions of Call-Off Schedule 10 (Exit Management).                                                                                                                                                                                                               |

**Call-Off Schedule 33 (Processing Data)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| <b>Non-UK Personal Data transfer(s)</b>                 | <b>Details</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Jurisdiction(s) of transfer(s)                          | <p>If the following Services are called off by the Buyer at any time during the Call-Off Contract Period, then the following transfers shall be applicable:</p> <p>Supplier NLP Service - US (Support Services access for second/third line support engineers)</p> <p>SMS Service (Outbound) – Ireland (Storage and location of processing)</p> <p>Call Recording element of Homeworking Service – US, Sweden (Support Teams) – only available if Controller enables outside of UK support in Service.</p> |
| Personal Data to be transferred                         | <p>Supplier NLP Service – read only access for the purpose of troubleshooting, which may include Personal Data transcribed or collected during end user interaction, such as voice recording or contact information</p> <p>SMS Service (Outbound) – Mobile Number, metadata (if includes Personal Data),</p> <p>Call Recording element of Homeworking Service – recordings may include Personal Data, which may include identifiable information such as contact information or medical information</p>    |
| Categories of data subjects affected by the transfer(s) | <p>Members of the public using the 111 Service - Supplier NLP Service; Call Recording element of Homeworking Service, SMS Service (Outbound)</p> <p>Members of the public using the 119 Number - SMS Service (Outbound)</p> <p>Members of the public using the NPFS Service – Supplier NLP Service.</p>                                                                                                                                                                                                    |

**Call-Off Schedule 33 (Processing Data)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Annex 2: Subprocessors**

For the purposes of this Call-Off Schedule, as at the Call-Off Start Date, the following are authorised Subprocessors.

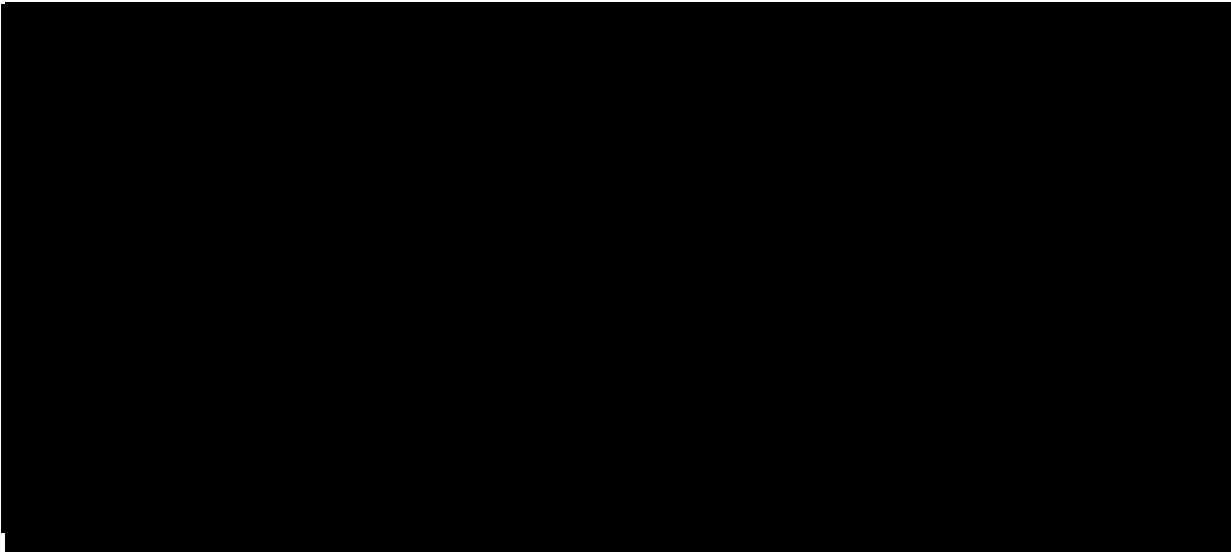
**List of Subprocessors**

| Requested information | Details |
|-----------------------|---------|
|                       |         |

| Requested information | Details |
|-----------------------|---------|
|                       |         |

| Requested information | Details |
|-----------------------|---------|
|                       |         |

**Call-Off Schedule 33 (Processing Data)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020



| Requested information | Details |
|-----------------------|---------|
|                       |         |

| Requested information | Details |
|-----------------------|---------|
|                       |         |

**Call-Off Schedule 34 (Supply Chain Visibility)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 34  
SUPPLY CHAIN VISIBILITY**

OFFICIAL



**Call-Off Schedule 34 (Supply Chain Visibility)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board 2020

## **Call-Off Schedule 34 (Supply Chain Visibility)**

### **1. VISIBILITY OF SUB-CONTRACT OPPORTUNITIES IN THE SUPPLY CHAIN**

- 1.1. Where the Buyer is a Central Government Body, and the Contract Value is more than five million pounds sterling (£5 million) per year the Supplier must:
  - 1.1.1. subject to Paragraph 1.3 of this Call-Off Schedule, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of twenty-five thousand pounds sterling (£25,000) that arise during the Call-Off Contract Period;
  - 1.1.2. within ninety (90) days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
  - 1.1.3. monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Call-Off Contract Period;
  - 1.1.4. provide reports on the information at Paragraph 1.1.3 of this Call-Off Schedule to the Buyer in the format and frequency as reasonably specified by the Buyer; and
  - 1.1.5. promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 1.2. Each advert referred to at Paragraph 1.1.1 of this Call-Off Schedule shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 1.3. The obligation on the Supplier set out at Paragraph 1.1 of this Call-Off Schedule shall only apply in respect of Sub-Contract opportunities arising after the Call-Off Start Date.
- 1.4. Notwithstanding Paragraph 1.1 of this Call-Off Schedule, the Buyer may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

### **2. VISIBILITY OF SUPPLY CHAIN SPEND**

- 2.1. In addition to any other Management Information requirements set out in the Call-Off Contract, the Supplier agrees that where the Buyer is a Central Government Body, and the Contract Value is more than five millions pounds sterling (£5 million) per year, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate

OFFICIAL

**Call-Off Schedule 34 (Supply Chain Visibility)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board 2020

and complete SME management information reports (the “**SME Management Information Reports**”) to the Buyer which incorporates the data described in the Supply Chain Information Report Template which is:

- 2.1.1. the total contract revenue received directly on the Call-Off Contract;
  - 2.1.2. the total value of sub-contracted revenues under the Call-Off Contract (including revenues for non-SMEs/non-VCSEs); and
  - 2.1.3. the total value of sub-contracted revenues to SMEs and VCSEs.
- 2.2. The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template attached to Annex 1 and any guidance issued by the Buyer from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 2.1.1-2.1.3 of this Call-Off Schedule and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Buyer issuing a replacement version. The Buyer agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
- 2.3. The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Buyer.

OFFICIAL

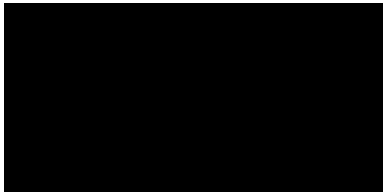
**Call-Off Schedule 34 (Supply Chain Visibility)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board 2020

## **Annex 1: Supply Chain Information Report Template**



OFFICIAL

## [Dept] SME Data Collection

v2.1

The UK government has made a commitment that 33% of central government procurement spend should go to Small and Medium-sized Enterprises (SMEs), either directly or via the supply chain, before the end of this parliament (2022). To support this key agenda item and to measure progress, the UK government is now requesting that from 1 April 2018 all new contracts valued over £5 million per annum provide data on supply chain spend. Guidance about the data required is provided below.

PLEASE NOTE YOU WILL NEED TO COMPLETE A SEPARATE TEMPLATE FOR EACH CONTRACT .

1) When answering the survey please endeavour to answer every section in full to the best of your knowledge. 2) Please only report on the relevant contract - do not include spend you have with the departments on other contracts

Questions A1-A3: Please specify the numbers in full. All figures should be in GBP pounds sterling. Please see an example of how to complete the questions below.

### A1. Total contract revenue (£) received directly from selected department including arms length bodies (ALBs).

Supplier X has received £1,200,000 revenue directly from the selected department within the requested financial reporting period. Enter **£1,200,000** for question A1.

£1,200,000 

£1.2m 

1.2m 

### A2. Total value of subcontracted revenues (£).

(Please note that this is the total value of **all** sub-contracted revenues for SMEs and non-SMEs.

Of the £1,200,000 Supplier X received directly from the selected department, £50,000 was subcontracted to SMEs and £140,000 was subcontracted to organisations not covered by the definition of an SME. Enter **£190,000** for question A2.

£190,000 

£190k 

190k 

### A3. Total value of subcontracted revenues to SMEs (£).

Of the £1,200,000 Supplier X received from the selected department, £50,000 was subcontracted to an SME. Enter **£50,000** for question A3.

£50,000 

£0.05m 

0.05m 

### Data provided by

In the event we need to contact you about your return, please provide your full contact details. Please provide details of the preferred contact for future reporting (If different).

Please also provide your DUNS Number. The Data Universal Numbering System (DUNS) is a system developed and regulated by Dun & Bradstreet which assigns a unique numeric identifier, referred to as a 'DUNS Number' to a single business entity.

## Definitions and Interpretations:

In this document and all documentation from the Crown Commercial Service SME team:

1. Department(s) – means central government department that you have a contract with.
2. Supplier(s) – means a company or organisation that sells or supplies goods or services not limited to the UK.
3. SMEs – means Suppliers with less than 250 employees and whose annual turnover does not exceed €50m or annual balance sheet total does not exceed €43m. The organisation also has to be autonomous.
4. Autonomous – means that the SME does not have more than 25% of its capital or voting rights owned by an organisation or multiple organisations that themselves do not meet the
5. Contract Revenue – means the monetary value (Excl VAT) received through a contract between you and a Central Government Department or its ALBs.
6. Subcontracted Revenue – means the monetary value of the contract (Excl VAT) that has been passed to a supplier within the supply chain. It should not include the suppliers overhead expenditure e.g. cleaning services, that might be provided by an SME.
7. Supply Chain – means all suppliers that are involved in the production, handling, provision and /or distribution of any part of the contract.
8. Contract – means the commercial agreement between the department or its ALB and the supplier for the provision of goods or services.

[Dept] SME Data Collection

|                                                                                                                    |                                        |  |   |  |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------------|--|---|--|
| Please refer to the guidance tab.                                                                                  |                                        |  |   |  |
| Please answer questions A1 to A6 (populating yellow cells only) as applicable and return to [DEPARTMENTAL CONTACT] |                                        |  |   |  |
| INSERT YOUR ORGANISATION/COMPANY NAME                                                                              | Full Year 2018/19 (Apr 2018- Mar 2019) |  |   |  |
| SELECT DEPARTMENT                                                                                                  | £                                      |  | % |  |
| CONTRACT NAME                                                                                                      |                                        |  |   |  |
| A1. Total contract revenue (£) received directly from selected contract.                                           | £0.00                                  |  |   |  |
| A2. Total value of subcontracted revenues (£)                                                                      | £0.00                                  |  |   |  |
| A3. Total value of subcontracted revenues to SMEs (£)                                                              | £0.00                                  |  |   |  |
| Data provided by:                                                                                                  |                                        |  |   |  |
| Name                                                                                                               |                                        |  |   |  |
| Organisation                                                                                                       | INSERT YOUR ORGANISATION/COMPANY NAME  |  |   |  |
| DUNS Number                                                                                                        |                                        |  |   |  |
| Email                                                                                                              |                                        |  |   |  |
| Phone                                                                                                              |                                        |  |   |  |
| Date                                                                                                               |                                        |  |   |  |
| Please provide details of the preferred contact for future reporting (if applicable):                              |                                        |  |   |  |
| Name                                                                                                               |                                        |  |   |  |
| Email                                                                                                              |                                        |  |   |  |
| Phone                                                                                                              |                                        |  |   |  |

Breakdown of Departmental Contract Revenue (100%= £0)

■ Total Revenue retained (£)  
■ Total subcontracted revenues to non SME (£)  
■ Total subcontracted revenues to SMEs (£)

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 35**

**CO-OPERATION**

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Call-Off Schedule 35 (Co-operation)**

### **1. OVERVIEW**

- 1.1. This Call-Off Schedule consists of:
  - 1.1.1. the terms and conditions identified in Paragraphs 1 to 8 of this Call-Off Schedule, such terms and conditions shall apply from the Call-Off Start Date; and
  - 1.1.2. Annex 1 of this Call-Off Schedule contains the Co-operation Framework, which shall become effective on the date described in Paragraph 16 of the Co-operation Framework.
- 1.2. The Supplier acknowledges that the Deliverables it is to provide to the Buyer and the Cluster Members form part of the Buyer's multi-vendor environment. In that context, it is a requirement of the Buyer that the Supplier and each Other Supplier (which includes the Related Supplier) co-operate together in order to ensure the smooth and effective delivery of an end-to-end service to the Buyer's and Cluster Member's operations and critical Government functions.
- 1.3. The Supplier shall work collectively with the Other Suppliers to ensure that the Supplier's Delivery of the Deliverables and the Other Suppliers' delivery of their respective deliverables do not conflict with and, to the fullest extent possible, support, the Buyer's objectives, strategies and goals as published or as notified to the Supplier and the Other Suppliers from time to time.
- 1.4. Where any obligation of the Supplier pursuant to this Call-Off Schedule is to be discharged by any Subcontractor, the Supplier shall procure that such Subcontractor shall comply with the relevant provisions of this Call-Off Schedule.
- 1.5. The obligations contained in this Call-Off Schedule are without prejudice to the obligations of the Supplier to comply with the provisions of Call-Off Schedule 20 (Call-Off Specification).
- 1.6. For the avoidance of doubt, all cooperation and communication pursuant to this Call-Off Schedule shall be provided by the Supplier at no cost to the Buyer or any Cluster Member.
- 1.7. All references to the Buyer in this Call-Off Schedule shall be to the NHS Commissioning Board only and shall not include the Cluster Members unless expressly provided otherwise. A Cluster Member may become a Co-operating Party (as more particularly described in Paragraph 13 of the Co-operation Framework). If a Cluster Member(s) is referenced in this Call-Off Schedule, it will be expressly referenced as a "Cluster Member" or "Cluster Members".

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 1.8. The Buyer shall ensure (and shall procure that any Cluster Member shall ensure) that any agreements entered with the Related Supplier and Other Suppliers which are related to this Call-Off Schedule and the Co-operation Framework shall contain substantially similar terms to this Call-Off Schedule and the Co-operation Framework.

**2. RELATED SUPPLIER**

- 2.1. Notwithstanding the other provisions of this Call-Off Schedule, the Parties acknowledge that the Supplier shall be required to cooperate and communicate with the Related Supplier in the provision of Services to the Buyer and to Cluster Members, including where Cluster Members receive both Services under this Call-Off Contract and Supplier Cloud Telephony Services from the Related Supplier.
- 2.2. The Supplier shall, during the Call-Off Contract Period, cooperate and communicate with the Related Supplier in a timely manner and attend co-operation workshops/meetings with the Buyer and/or the Related Supplier as the Buyer deems necessary. The Supplier will comply with all requirements of the Buyer in this regard.
- 2.3. The Parties acknowledge that with each new Cluster Member take-on for Supplier Cloud Telephony Services such take-on and on-going delivery of Supplier Cloud Telephony Services may or will require the cooperation and/or assistance of the Related Supplier in connection with the same, including the following:
  - 2.3.1. provision of information on anticipated uptake of Supplier Cloud Telephony Services;
  - 2.3.2. notification of the requirement for new Cluster Member call connectivity;
  - 2.3.3. provision of applicable details relating to the implementation plan and regular updates thereafter;
  - 2.3.4. fault reporting, investigation and resolution;
  - 2.3.5. the Buyer or relevant Cluster Member procuring that the Related Supplier provides delivery numbers (for Inbound Services) of a suitable quantity and type to the Supplier. The Supplier and the Related Supplier will need to co-operate on end-to-end testing to ensure the successful delivery of the calls. If the Supplier is also providing Supplier NLP Services, Paragraph 2.3 of this Call-Off Schedule shall apply *mutatis mutandis* for the integration of such Supplier NLP Services. Any Changes to the Services and/or Deliverables pursuant to Paragraph 2 of this Call-Off Schedule shall be agreed through the Change Control Procedure.



**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**3. OTHER SUPPLIERS**

- 3.1. The Supplier acknowledges that the Buyer may enter into agreements with Other Suppliers following the Call-Off Start Date and that consequential Changes to the Call-Off Contract may be required as a result, such Changes shall be subject to the Change Control Procedure set out in Call-Off Schedule 24 (Change Control Procedure) except for Changes to the Co-operation Framework which shall be subject to the Variation Procedure set out in Appendix 4 of the Co-operation Framework.
- 3.2. Where any Other Supplier enters into any arrangement set out in Paragraph 3.1 of this Call-Off Schedule, the Buyer shall notify the Supplier and the Supplier shall as required by the Buyer, cooperate and communicate with the Other Supplier in a timely manner and attend co-operation workshops/meetings with the Buyer and/or any Other Supplier as the Buyer deems necessary to agree and finalise the changes referenced in Paragraph 3.1 of this Call-Off Schedule. The Supplier will comply with all reasonable requirements of the Buyer in this regard.

**4. REQUIRED BEHAVIOURS**

- 4.1. In order to ensure the effective delivery of the Buyer's objectives, the Supplier will act in accordance with the required behaviours set out in Paragraph 5 of the Co-operation Framework and will do so whether or not the Co-operation Framework has been entered into by any of the Other Suppliers.
- 4.2. The Supplier's demonstration of the above behaviours will be measured by the Buyer's consideration of the extent of the Supplier's compliance with the provisions of this Call-Off Schedule and, in considering such compliance, the Buyer may take into account its own views and the reasonable opinions and views of relevant Other Suppliers.
- 4.3. Where it is deemed by the Buyer, acting reasonably, that the Supplier is not demonstrating the behaviours set out in Paragraph 5 of the Co-operation Agreement, the Supplier shall be required to submit to the Buyer a Rectification Plan in accordance with Call-Off Schedule 32 (Rectification Plan). A failure to submit an acceptable Rectification Plan in accordance with Call-Off Schedule 32 (Rectification Plan) to the Buyer shall constitute a breach (capable of remedy) of this Call-Off Contract.
- 4.4. The provisions of Paragraph 4 of this Call-Off Schedule are without prejudice to any other rights or remedies that the Buyer may have in respect of any Default of this Call-Off Contract,.

**5. COMPLIANCE WITH OTHER SUPPLIER AGREEMENTS**

- 5.1. Where the Supplier fails or becomes aware that it is likely to fail to comply with any obligation of this Call-Off Contract and the Supplier is made, or becomes, aware that failure could impact on the performance of services

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

by any Other Supplier, the Supplier shall as soon as is reasonably practicable notify the Buyer (in writing) of such failure or likely failure.

- 5.2. Where the Supplier becomes aware of an event or incident caused by any Other Supplier that could impact on the Delivery of the Deliverables, the Supplier shall as soon as is reasonably practicable notify the Buyer (in writing) of such failure or likely failure. The Buyer will use all reasonable endeavours to ensure that the event or incident caused by any Other Supplier is resolved so as to ensure that the Deliverables can be Delivered by the Supplier.

## **6. BUYER RESPONSIBILITIES AND SUPPLIER DEPENDENCIES**

- 6.1. Subject to Paragraph 6.2 of this Call-Off Schedule, as at the Call-Off Start Date, the Supplier acknowledges that all dependencies upon the Buyer and any Other Suppliers (as may be notified by the Buyer prior to the Call-Off Start Date and agreed between the Buyer and the Supplier) that the Supplier requires to enable it to deliver the Deliverables are set out or referred to in Call-Off Schedule 13 (Implementation Plan and Testing) and Call-Off Schedule 20 (Call-Off Specification) and are subject to the Buyer Cause provisions and the Supplier further acknowledges that as at the Call-Off Start Date there are no other dependencies on either the Buyer or any Other Supplier than those set out in Call-Off Schedule 13 (Implementation Plan and Testing) and Call-Off Schedule 20 (Call-Off Specification). The Buyer acknowledges and agrees that unless or until any dependencies set out in Call-Off Schedules 13 (Implementation and Testing) and 20 (Call-Off Specification) which may be advised to the Supplier as relating to Other Suppliers are incorporated as Supplier Dependencies in Appendix 3 of the Co-operation Framework, such dependencies shall be treated as Buyer Responsibilities.
- 6.2. If the Supplier wishes to raise any further dependencies upon the Buyer and/or any Other Suppliers outside of those agreed in accordance with Paragraph 6.1 of this Call-Off Schedule then such further dependencies (including where it requires additional Buyer Responsibilities) shall be agreed through the Change Control Procedure and, once agreed, any such further dependencies upon the Supplier or Other Suppliers shall be documented in Appendix 3 of the Co-operation Framework through the Variation Procedure, both Buyer and Supplier agreeing that once such further dependencies have been agreed using the Change Control Process, neither Party will refuse agreement to the addition in Appendix 3 of the Co-operation Framework.
- 6.3. The Supplier Dependencies at the Call-Off Start Date are set out in Appendix 3 of the Co-operation Framework. The Supplier shall comply with and/or perform as applicable, its Supplier Dependencies irrespective of whether or not the Co-operation Framework is in place with any Other Suppliers. Once the Co-operation Framework has been varied subject to Paragraph 6.4 of this Call-Off Schedule to include any

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

additional Other Supplier, the Supplier shall deliver its applicable Supplier Dependencies in accordance with the terms of the then current Co-operation Framework in respect of such relevant Other Supplier, as applicable.

- 6.4. Within thirty (30) days of the date that the Buyer notifies the Supplier that any additional Other Supplier has entered into an Other Supplier Agreement with the Buyer, the Supplier shall work together with the Buyer and such Other Supplier to identify any Supplier Dependencies and Other Supplier dependencies that may arise (whether by virtue of the Variation Procedure pursuant to Paragraph 4.5 of the Co-operation Framework or a change to any of the Other Supplier Agreements) and agree the inclusion of such Supplier Dependencies and Other Supplier dependencies in Appendix 3 of the Co-operation Framework a timely manner.
- 6.5. The Supplier agrees to work together with the Buyer in order to identify any new Supplier Dependencies that may arise following the Call-Off Start Date (whether by virtue of a Change to this Call-Off Contract or a change to any of the Other Supplier Agreements or otherwise). Any Changes to the Supplier Dependencies after the Call-Off Start Date shall be made in accordance with the Variation Procedure pursuant to Paragraph 4.5 of the Co-operation Framework.
- 6.6. For the avoidance of doubt, any Changes to the Supplier Dependencies will only attract a Change in the Charges where any amended or newly defined Supplier Dependencies fall outside of the scope of the Services and/or Deliverables and reflect a material change in the Supplier's obligations, any such Changes being agreed through the Change Control Procedure.
- 6.7. Where the Supplier fails to perform, or is likely to fail to perform, any relevant obligation recorded as a Supplier Dependency and this results, or is likely to result, directly or indirectly in any Other Supplier failing to perform their relevant obligations under their relevant contractual arrangements then the Supplier shall:
  - 6.7.1. notify the Buyer as soon as it becomes aware of the relevant Default or likely Default, giving reasons for such Default or likely Default;
  - 6.7.2. work with the Other Supplier(s) to minimise the effect of any failure or likely failure to perform a relevant Supplier Dependency on the performance of its obligations under this Call-Off Contract and the provision of the services under the relevant Other Supplier Agreement (as relevant) and shall continue to perform any unaffected obligations or services in accordance with the terms of this Call-Off Contract and/or the relevant Other Supplier Agreement (as relevant); and

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 6.7.3. be liable to the Buyer (in accordance with and subject to the provisions of this Call-Off Contract) for all loss, damage, costs and expenses (including legal expenses) suffered or incurred by the Buyer including any amounts payable by the Buyer to an Other Supplier under the relevant Other Supplier Agreement or by a Cluster Member to any Other Supplier under any Other Supplier Agreement as a result of the Supplier's failure to perform the Supplier Dependency.
- 6.8. The Supplier agrees that it shall not bring any claim against the Buyer or any Other Supplier for any loss, damage, costs or expenses incurred due to the failure to perform any Buyer Responsibilities other than through the provisions of Clause 5 (The Buyer's obligations to the supplier) of the Call-Off Contract.

**7. CO-OPERATION OBLIGATIONS**

- 7.1. Where the Buyer has notified Other Suppliers to the Supplier, the Supplier shall comply with the co-operation obligations set out in Paragraph 6 of the Co-operation Framework irrespective of whether the Co-operation Framework has come into effect under Paragraph 16.1 of the Co-operation Framework.
- 7.2. The Buyer shall procure that each of the Other Suppliers shall comply with the co-operation obligations set out in Paragraph 6 of the Co-operation Framework irrespective of whether the Co-operation Framework has come into effect under Paragraph 16.1 of the Co-operation Framework.
- 7.3. The Buyer and any Cluster Member(s) shall comply with the principles of co-operation set out in Paragraph 7 of the Co-operation Framework irrespective of whether the Co-operation Framework has come into effect under Paragraph 16.1 of the Co-operation Framework.
- 7.4. The Supplier shall provide the Buyer with such assistance as the Buyer may reasonably require during the Call-Off Contract Period in respect of the supply of the Services including providing any ancillary or incidental service and/or function not specified in the Service Requirements and/or Supplier Solution where such service and/or function is reasonably and necessarily required for the proper performance of the Services under this Call-Off Contract.

**8. CHANGES**

- 8.1. The Co-operation Framework is incorporated into the Other Supplier Agreements in accordance with Paragraph 4 of the Co-operation Framework.
- 8.2. The Buyer will manage and operate the Co-operation Framework on an ongoing basis as if the Co-operation Framework is an operational document. Any changes to the Co-operation Framework shall be made

OFFICIAL

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

in accordance with the Variation Procedure pursuant to Paragraph 4.5 of the Co-operation Framework and set out in Appendix 4 of the Co-operation Framework without the need to agree such Changes via the Change Control Procedure of this Call-Off Contract except any Changes arising pursuant to Paragraph 6.6 of this Call-Off Schedule or Paragraph 4.4 of the Co-operation Framework.

- 8.3. Each such version of the Co-operation Framework amended under the Variation Procedure in accordance with Paragraph 8.2 of this Call-Off Schedule is deemed to be updated and replace the previous version of the Co-operation Framework, including the version of the Co-operation Framework set out in Annex 1 of this Call-Off Schedule which is originally incorporated into the Other Supplier Agreements.
- 8.4. For the avoidance of doubt, any Changes to Paragraphs 1 to 7 of this Call-Off Schedule and to this Paragraph 8 shall be made in accordance with the Change Control Procedure set out in Call-Off Schedule 24 (Change Control Procedure).

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

# **ANNEX 1 – CO-OPERATION FRAMEWORK**

## **CONTENTS**

Terms of the Co-operation Framework

Appendix 1 – Definitions and interpretation

Appendix 2 – Governance processes

Appendix 3 – Supplier Dependencies

Appendix 4 – Variation Procedure

**[VF: 18.11 – Execution page to be added for initial Parties]**

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**CO-OPERATION FRAMEWORK**

**between**

**NHS COMMISSIONING BOARD**

**and**

**VODAFONE LIMITED**

**and**

**[CO-OPERATING PARTY 1 etc]**

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**THIS CO-OPERATION FRAMEWORK** is made on the                      day of                      202[ ].**1. DEFINITIONS AND INTERPRETATION**

In this Co-operation Framework capitalised terms have the meanings set out in Appendix 1 (Definitions and Interpretation) and the rules of interpretation set out in that Appendix 1 will apply.

**2. CO-OPERATING PARTIES**

2.1. This Co-operation Framework applies to the following parties and any other parties who become a party to the Co-operation Framework in the future as more particularly described in Paragraph 13 of this Co-operation Framework below:

2.1.1. **NHS Commissioning Board**, trading as NHSE, whose principal place of business is Quarry House, Quarry Hill, Leeds LS2 7UE (the "**Buyer**");

2.1.2. **Vodafone Limited** a company registered in England and Wales under company number 1471587 whose registered office is at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN; and

2.1.3. **[NAME OF THE LOT B SERVICES SUPPLIER]** a company registered in [England and Wales] under company number [XXXXXX] whose registered office is at [XXXXXX].

**3. BACKGROUND**

3.1. The Co-operating Parties acknowledge that the 111 Services they are to provide to the Buyer and the Cluster Members pursuant to their respective 111 Services Agreements form part of the Buyer's multi-vendor environment to ensure the smooth and effective delivery of an end-to-end service to the Buyer's and Cluster Member's operations and critical government functions. The Buyer is utilising a client-led multi-sourcing model for this service, with a range of different suppliers being responsible for various elements of the service. There are a number of benefits to this approach, including providing flexibility in terms of the procurement and delivery, but there are some risks which arise from the resultant complexity in the contracting and delivery landscape.

3.2. The success of the programme and the delivery of an end-to-end seamless communication service to the Buyer and the Cluster Members rely, in part, on the effective co-operation between the Co-operating Parties.

**4. STATUS OF THIS CO-OPERATION FRAMEWORK**

4.1. On execution of this Co-operation Framework and its incorporation into the relevant 111 Services Agreement and on confirmation by written

OFFICIAL



**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

notice from the Buyer to the Co-Operating Parties that the Buyer wishes for the Co-operation Framework to commence, it shall be legally binding from the date of such written notice from the Buyer and creates obligations between the Buyer and the Co-operating Parties.

- 4.2. This Co-operation Framework is in addition to the obligation of the Co-operating Parties to comply with their respective 111 Services Agreements.
- 4.3. If and to the extent of any conflict or inconsistency between this Co-operation Framework and any applicable 111 Service Agreement, the conflict or inconsistency will be resolved in accordance with the following order of precedence:
  - 4.3.1. the 111 Service Agreement; and
  - 4.3.2. this Co-operation Framework.
- 4.4. In the event that a Co-operating Party becomes aware of any conflict or inconsistency between the requirements of this Co-operation Framework and its 111 Services Agreement, the Co-operating Party will notify the Buyer of the conflict or inconsistency and the Buyer will work with the relevant Co-operating Parties to remove that conflict or inconsistency by way of a suitable change to this Co-operation Framework and/or the affected 111 Services Agreement (as applicable) with the relevant Co-operating Parties.
- 4.5. Any changes to be made to the Co-operation Framework shall be made in accordance with the Variation Procedure set out in Appendix 4 of this Co-operation Framework.

**5. COLLABORATIVE BEHAVIOURS**

- 5.1. The Buyer wishes the Co-operating Parties to operate within a framework of collaborative working in order to ensure the effective delivery of the 111 Services. Accordingly, each Co-operating Party will adopt the following behaviours in performing its 111 Services:
  - 5.1.1. **Collaborative Intention:** each Co-operating Party must act in good faith and adopt and maintain a genuine non-defensive presence and make a commitment to mutual success in its relationship with the Buyer and the other Co-operating Parties;
  - 5.1.2. **Openness:** each Co-operating Party must be honest in its dealings and open to honest feedback and create a culture of openness that allows all of the Co-operating Parties and the Buyer to feel safe enough to discuss concerns, solve problems and deal directly with difficult issues;
  - 5.1.3. **Self Accountability:** each Co-operating Party must behave in a fair and reasonable manner and must take responsibility

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

for its circumstances and the choices it makes either through its action or failing to act as well as the intended and unforeseen consequences of these actions. Each Co-operating Party must focus on the solution to a problem or issue rather than seeking to blame the Buyer, any other Co-operating Party or any third party supplier;

- 5.1.4. **Self-Awareness and Awareness of Others:** each Co-operating Party must commit to understanding its own organisation and issues within its own organisation as well as seeking to understand concerns, intentions and motivations of the Buyer and the other Co-operating Parties as well as the culture and context of the Buyer and the other Co-operating Parties circumstances;
- 5.1.5. **Problem Solving and Negotiating:** each Co-operating Party must proactively use problem-solving methods that promote a collaborative and co-operative atmosphere and avoid fostering covert, overt, conscious or unconscious enmity, conflicts or point-scoring;
- 5.1.6. **Expertise:** each Co-operating Party shall commit to using its expertise to the benefit of the end-to-end 111 Services delivered to the Buyer. Each Co-operating Party shall ensure that its staff work collaboratively with other Co-operating Parties' personnel laying aside considerations of individual competitive advantage in the interests of the Buyer;
- 5.1.7. **Promote Value:** each Co-operating Party shall demonstrate a preparedness to innovate and adopt best practices and be forthcoming in initiating proposals for new best practices which deliver improved value to the Buyer and the Cluster Members;
- 5.1.8. **Forward Looking:** each Co-operating Party shall take a forward looking approach that does not dwell on past issues or conflicts of delivery methods, other than ensuring that past lessons are learnt so as to maximise the effective delivery of end-to-end services to the buyer and the Cluster Members; and
- 5.1.9. **Intellectual Property:** each Co-operating Party shall recognise that, when working with the other Co-operating Parties, any and all Intellectual Property Rights exposed (whether intentionally or otherwise) by or to any Co-operating Party are treated on the basis that the Co-operating Party will:
  - 5.1.9.1. afford the same level of protection to such Intellectual Property Rights as they would to their own Intellectual Property Rights;

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

5.1.9.2. only make use of such Intellectual Property Rights for the express purpose of its 111 Service in accordance with this Co-operation Framework and subject to the provisions of their respective 111 Services Agreements; and

5.1.9.3. subject to the provisions of Paragraph 5.1.9.1 of this Co-operation Framework above; and without prejudice to the generality of Paragraph 15 of this Co-operation Framework, be kept confidential and not disclosed to any third party other than another Co-operating Party to the extent required to comply with its obligations under this Co-operation Framework.

5.1.10. Nothing in this Paragraph 5.1.10 will change any rights relating to intellectual property set out in any of the 111 Services Agreements.

**6. CO-OPERATION OBLIGATIONS**

6.1. Each Co-operating Party shall perform its obligations set out in Paragraph 6 of this Co-operation Framework.

6.2. Each Co-operating Party shall, and shall procure that its sub-contractors shall (where it is necessary and/or desirable to do so), co-operate fully with each of the other Co-operating Parties and with the Buyer and provide such cooperation, support, assistance and information to each other party as is necessary in connection with the Services, and/or in accordance with the Supplier Dependencies, in order:

6.2.1. to ensure the orderly provision of seamless end-to-end services to the Buyer and Cluster Members in accordance with all technical and operational interfaces and technical interface standards that are specified by the Buyer or any Co-operating Party as such may be amended or replaced from time to time;

6.2.2. to avoid hindering the provision of the Services to the Buyer and Cluster Members under the 111 Services Agreements held by the Buyer with the other Co-operating Parties;

6.2.3. to facilitate the delivery of the Services by the Co-operating Parties to the Buyer and Cluster Members under the 111 Services Agreements held by the Buyer with the Co-operating Parties;

6.2.4. to avoid any unnecessary duplication of effort;

6.2.5. to avoid undue disturbance to the Buyer and Cluster Members;

OFFICIAL

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 6.2.6. to undertake all such tasks and activities as may be necessary to integrate the systems and the provision of the goods and services with all other relevant systems and services of other Co-operating Parties, to the extent that this constitutes the Co-operating Party's obligation under its 111 Services Agreement; and
- 6.2.7. on the ending of any 111 Services Agreements held by the Buyer with the Co-operating Parties, to assist with the timely transition of the Services (or any of them) to any replacement supplier(s) appointed by the Buyer.
- 6.3. Without prejudice to the generality of Paragraph 6.1 of this Co-operation Framework, each Co-operating Party shall as part of its general co-operation obligations described in Paragraph 6.1 of this Co-operation Framework:
  - 6.3.1. work together with the other Co-operating Parties in good faith to ensure integration and interfacing where Services are subject to inter-party dependencies;
  - 6.3.2. operate and maintain all software, hardware or technology that it supplies under its 111 Services Agreement in accordance with Good Industry Practice where there is interoperation with another Co-operating Party as set out in the relevant Co-operating Party's 111 Service Agreement;
  - 6.3.3. assist with any testing and/or any quality assurance analysis to be undertaken by the Buyer or any Co-operating Party;
  - 6.3.4. provide prompt access to any of their resources, systems, software and materials reasonably required by any other Co-operating Party to enable them to provide their Services to the Buyer and Cluster Members and to deal with security and/or compliance issues, assessments and actions;
  - 6.3.5. promptly provide the other Co-operating Parties with all relevant information (including details of all operating environments, system constraints, all relevant information concerning interfacing, interoperation and operating parameters that may be reasonably required by such Co-operating Parties) that they may need to provide their Services to the Buyer or Cluster Members;
  - 6.3.6. promptly escalate any issues or perceived problems via the governance processes within the Co-operation Framework;
  - 6.3.7. where it anticipates or discovers that its performance of Services may have an impact on the performance of Services by another Co-operating Party, notify that Co-operating Party and the Buyer as soon as reasonably practicable; and

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

6.3.8. comply with the Buyer's Information Governance Policy with levels of security commensurate with the type of data held. This will include but not be limited to:

6.3.8.1. undertaking a full Data Protection Impact Assessment; and

6.3.8.2. establishment of data sharing agreements.

**7. PRINCIPLES OF CO-OPERATION**

7.1. Each Co-operating Party shall perform its Services in alignment with the co-operation principles set out in Paragraph 7 of this Co-operation Framework.

7.2. The co-operation, support, information and assistance to be provided by each Co-operating Party as described in this Co-operation Framework shall be provided in accordance with the following principles:

7.2.1. that the Co-operating Party shall provide its cooperation, support, information and assistance in a proactive, transparent and open way and in a spirit of trust and mutual confidence;

7.2.2. of 'fix first, discuss later', requiring that each Co-operating Party shall concentrate on solving a problem as expeditiously and cost effectively as possible and leave any disputes as to whether the Co-operating Party or another Co-operating Party are responsible, and should (without prejudice to any cost recovery provisions contained in this Co-operation Framework or as otherwise agreed with the Buyer) bear the cost of fixing the problem and any associated legal issues until resolution of the relevant problem;

7.2.3. that co-operative behaviour and overall cost efficiency should be promoted. For the avoidance of doubt, if a Co-operating Party's 111 Services Agreement allows for the performance of a certain obligation in different ways, then the Co-operating Party shall in good faith (i) take the cost impact of its choice on the other Co-operating Parties and the Buyer into consideration when making such choice; and (ii) refrain from knowingly choosing an option which would significantly and without justification increase the costs of any other Co-operating Party, third party supplier or of the Buyer or any Cluster Member;

7.2.4. that in setting up cross supplier teams for delivery of projects and/or services, the Supplier shall work on a "matrix system" with the other Co-operating Parties and choose the best resource for each role rather than duplicating roles; and

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 7.2.5. that the Co-operating Party shall procure the adherence of its supplier personnel and sub-contractors to these co-operation requirements.

**8. GOVERNANCE, PROCESSES AND PLANS UNDER THE CO-OPERATION FRAMEWORK**

The Co-operation Framework has the following strands:

- 8.1. distinct governance forums designed to foster cross-party co-operation (see Paragraph 9 of this Co-operation Framework below);
- 8.2. a suite of common processes to be adopted by the Co-operating Parties (see Paragraph 10 of this Co-operation Framework below);
- 8.3. the development of a Co-operation Plan setting out the cross-dependencies between Co-operating Parties (consistent with the provisions of the respective 111 Services Agreement) to support effective end-to-end service delivery (see Paragraph 11 of this Co-operation Framework below); and
- 8.4. individual initiatives to foster enhanced co-operation and collaboration and end-to-end service delivery (see Paragraph 12 of this Co-operation Framework below).

**9. GOVERNANCE PROGRAMME**

- 9.1. The Buyer has implemented a 111 Service governance programme which will facilitate joint meetings between the Buyer and Co-operating Parties. The Co-operating Parties will participate fully and proactively in the governance programme allocating appropriate resources, at the appropriate level of seniority and expertise, to each meeting and the associated governance processes.
- 9.2. Appendix 2 of this Co-operation Framework sets out the principles of the 111 Service governance programme as at the Call-Off Start Date.

**10. COMMON PROCESSES**

- 10.1. The Buyer or Cluster Member, as applicable, will notify the Co-operating Parties of the Common Processes from time to time to be used in connection with the 111 Service Agreements.
- 10.2. The Co-operating Parties will deliver their Services in accordance with the Common Processes provided that such Common Processes do not conflict with the obligations of the Co-operating Party in its 111 Services Agreement.

**11. CO-OPERATION PLAN**

- 11.1. Each Co-operating Party acknowledges that:

OFFICIAL

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 11.1.1. all dependencies upon the Buyer and/or the Cluster Members and any other Co-operating Parties that it requires to enable it to deliver its Services are set out or referred to in its respective 111 Services Agreement ("**Buyer Dependencies**"); and
    - 11.1.2. certain of its Services constitute dependencies required by another Co-operating Party or the Buyer or Cluster Member under their relevant 111 Services Agreement ("**Supplier Dependencies**").
  - 11.2. The Co-operating Parties agree to work together in order to collate those Buyer Dependencies and Supplier Dependencies within the Co-operation Plan which shall contain:
    - 11.2.1. details of the Buyer Dependencies and Supplier Dependencies from time to time;
    - 11.2.2. any gaps in the end-to-end Services for the 111 Service;
    - 11.2.3. any overlaps and duplications across Services;
    - 11.2.4. any additional dependencies that may arise from time to time by virtue of a relevant change, introduction of new services or a new Co-operating Party being appointed as agreed pursuant to the Variation Procedure and set out in Appendix 3; and
    - 11.2.5. the other activities that the Co-operating Parties deem necessary or desirable for them to carry out in order to facilitate compliance with this Co-operation Framework.
  - 11.3. The Co-operating Parties will, within twenty eight (28) days of the Call-Off Start Date or the date on which the Co-operation Framework is entered into (whichever is later) (or such longer period as is notified by the Buyer in writing), deliver to the Buyer an initial draft Co-operation Plan.
  - 11.4. Within twenty eight (28) days of such delivery (or such other period as agreed in writing by the Buyer and the Co-operating Parties), the Buyer will prepare a final draft of the Co-operation Plan which will be based on the initial draft Co-operation Plan and will be submitted to the Co-operating Parties for approval.
  - 11.5. The Co-operating Parties will provide such assistance as is required by the Buyer in the preparation of the final draft Co-operation Plan.
  - 11.6. The Co-operating Parties will, within fourteen (14) days of receipt of the final draft Co-operation Plan, either:
    - 11.6.1. approve it; or
    - 11.6.2. reject it, giving reasons for such rejection,

OFFICIAL

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

provided that the Co-operating Parties may reject the final draft Co-operation Plan only if it is not consistent with their initial draft Co-operation Plan in that it imposes additional, more onerous, obligations on them.

- 11.7. The Parties will maintain an up to date version of the Co-operation Plan by creating an updated version on a quarterly basis or more frequently if:

- 11.7.1. a new Co-operating Party becomes a party to this Co-operation Framework;
- 11.7.2. a Co-operating Party is no longer part of this Co-operation Framework or
- 11.7.3. the Co-operation Plan is no longer up to date for any other reason.

The Parties will follow the process set out in Paragraphs 11.3 to 11.6 of this Co-operation Framework in order to create the updated version (noting that the initial 4 week period will be measured from the end of the relevant quarter (or, as applicable, date of the trigger event referred to in Paragraphs 11.7.1, 11.7.2 and 11.7.3 of this Co-operation Framework) rather than from the Call-Off Start Date.

- 11.8. If the Co-operating Parties fail to approve the final draft Co-operation Plan in accordance with Paragraph 11.6 of this Co-operation Framework, this will be escalated through the multi-supplier governance channels identified in Appendix 2 of this Co-operation Framework and any dispute shall be resolved in accordance with Paragraph 26 of this Co-operation Framework.
- 11.9. Each of the Co-operating Parties will perform their respective Supplier Dependencies and any Buyer Dependencies that are allocated to the relevant Co-operating Party as additional Supplier Dependencies, as such allocations are set out in the Appendix 3 of this Co-operation Framework, together with the other activities set out in the Co-operation Plan. If a Co-operating Party fails or is likely to fail to perform any such dependency or activity, and this results, or is likely to result, in another Co-operating Party failing to perform its relevant obligations under its 111 Services Agreement then the Co-operating Party shall:
- 11.9.1. notify the Buyer as soon as it becomes aware of the relevant failure or likely failure and provide reasons for it;
  - 11.9.2. work with the other Co-operating Parties to minimise the effect of any failure or likely failure to perform the relevant dependency or activity on its own Services and the services under the relevant 111 Services Agreement; and



**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 11.9.3. continue to perform any unaffected obligations or Services in accordance with the terms of its respective 111 Services Agreement.

**12. BUYER INITIATIVES**

12.1. The Buyer or Cluster Member will initiate individual 111 Service initiatives from time to time to foster enhanced co-operation and collaboration and end-to-end service delivery within the 111 Service framework. The Co-operating Parties agree that they will support those initiatives where called upon to do so by the Buyer. At the Call-Off Start Date the initiatives anticipated are:

- 12.1.1. management of a common risk register and the associated risk mitigations across all Co-operating Parties;
- 12.1.2. ensuring alignment across and/or shared plans and documents including in relation to:
  - 12.1.2.1. service design;
  - 12.1.2.2. service and system testing;
  - 12.1.2.3. milestone alignment within transition/implementation plans;
  - 12.1.2.4. co-ordinating major changes;
  - 12.1.2.5. transformation activities, joint projects and parallel projects;
  - 12.1.2.6. innovation and service improvement; and
  - 12.1.2.7. business continuity and disaster recovery plans.

12.2. The Buyer will circulate details of current and future planned initiatives to the Co-operating Parties through the 111 Service governance programme.

**13. JOINING NEW PARTIES INTO THE CO-OPERATION FRAMEWORK**

13.1. The Co-operating Parties acknowledge that the Buyer may from time to time request Other Suppliers or Cluster Members to become a Party to the Co-operation Framework. In these circumstances, the relevant Other Supplier or Cluster Member will be required to incorporate the Co-operation Framework in its contract with the Buyer in the case of such Other Supplier or in the relevant agreement arrangements between such Cluster Member and the Buyer in the case of such Cluster Member. Prior to such incorporation taking place, the Buyer shall notify the then existing Co-operating Parties of the intended addition of the new Co-operating

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Party to this Co-operation Framework and shall provide a variation notice to be signed by all existing Parties to this Co-operation Framework.

- 13.2. From the date on which the new Party is added in accordance with Paragraph 13.1 of this Co-operation Framework, the new Party will, subject to Paragraph 4.1 of this Co-operation Framework, have all of the rights and obligations of a Co-operating Party under this Co-operation Framework.
- 13.3. No Co-operating Party shall be entitled to object to the addition of a new Co-operating Party to this Co-operation Framework. Prior to a new Co-operating Party joining the Co-operation Framework if the Buyer reasonably considers that consequential changes are required to the Co-operation Framework such as additional Supplier Dependencies or a reallocation of existing Supplier Dependencies and/or a 111 Services Agreement (including in relation to Supplier Dependencies), these changes shall be subject to mutual agreement (in the case of this Co-operation Framework) and to the agreement of the relevant Co-operating Part(y)(ies) (in the case of the 111 Services Agreements) provided that the Co-operating Parties will not unreasonably withhold or delay their respective consents to the changes). All such changes to be agreed within 14 Working Days of the Buyer notifying the existing Co-operating Parties of a new Co-operating Party joining.

**14. INTELLECTUAL PROPERTY**

- 14.1. The terms of ownership and licensing of Intellectual Property Rights related to the Services are set out in the relevant 111 Services Agreements.
- 14.2. To the extent that the Co-operation Plan identifies that a Co-operating Party requires the use of materials in which another Co-operating Party owns or is licensed the associated Intellectual Property Rights in connection with this Co-operation Framework and/or the relevant 111 Services Agreement, the Parties will endeavour to ensure that appropriate licences (for the appropriate duration and scope) are granted by way of an appropriate licensing channel under the relevant 111 Services Agreements.

**15. CONFIDENTIALITY**

- 15.1. The disclosure of confidential information between the Buyer and any Co-operating Party (and vice versa) shall be governed by the confidentiality provisions set out in the relevant 111 Services Agreement.
- 15.2. Each of the Co-operating Parties shall maintain the confidentiality of Confidential Information of each of the other Co-operating Parties in accordance with Paragraph 15 of this Co-operation Framework (which shall be without prejudice to the confidentiality provisions set out in the 111 Services Agreements). The terms "**Disclosing Party**" and

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**"Recipient"** where used in Paragraph 15 of this Co-operation Framework shall be construed as referring only to a Co-operating Party Disclosing Party (where disclosing Confidential Information to another Co-operating Party) and a Co-operating Party Recipient (where obtaining the Confidential Information of another Co-operating Party). If the confidentiality provisions contained in a Disclosing Party's 111 Service Agreement:

15.2.1. are in conflict with; or

15.2.2. are more onerous than,

this Paragraph 15 the Disclosing Party shall notify the Recipient(s) of the same prior to disclosure.

15.3. Except to the extent set out in Paragraph 15 of this Co-operation Framework, or where disclosure is expressly permitted elsewhere in this Co-operation Framework, the Recipient shall:

15.3.1. treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending on the form in which such materials are stored and the nature of the Confidential Information contained in those materials);

15.3.2. not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Co-operation Framework or without obtaining the owner's prior written consent;

15.3.3. not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated by this Co-operation Framework; and

15.3.4. immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

15.4. Save in the case of disclosure allowed pursuant to Paragraph 15.3 the Recipient shall only be entitled to disclose the Disclosing Party's Confidential Information where the Recipient is required to disclose the Confidential Information by law. If the Recipient is required by law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 15.5. Where a Co-operating Party discloses Confidential Information of a Disclosing Party pursuant to Paragraph 15 of this Co-operation Framework, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Co-operation Framework by the persons to whom disclosure has been made.
- 15.6. Nothing in Paragraph 15 of this Co-operation Framework shall prevent a Recipient from using any techniques, ideas or know-how gained during the performance of the Co-operation Framework the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

**16. TERM AND TERMINATION**

- 16.1. This Co-operation Framework will take effect at the date of signature of this Co-operation Framework, which will be no earlier than that date on which at least two 111 Services Agreements have been entered into and, subject to the Buyer sending a notice to the Co-operating Parties to confirm that it wishes the Co-operation Framework to commence, such suppliers shall be bound by the Co-operation Framework from such date (or the date of the notice if later) and, thereafter, for any other Party, on the date pursuant to Paragraph 13 of this Co-operation Framework and it shall continue until terminated in accordance with Paragraph 16.2 of this Co-operation Framework.
- 16.2. This Co-operation Framework shall terminate:
- 16.2.1. on the written consent of all of the Buyer and the Co-operating Parties;
  - 16.2.2. on the expiry of not less than thirty (30) days' written notice served by the Buyer on all other Co-operating Parties; or
  - 16.2.3. where there is only one Co-operating Party still providing Services to the Buyer through a 111 Services Agreement,
- whichever is the earlier to occur, provided always that this Co-operation Framework shall terminate in respect of an individual Co-operating Party on any earlier date on which its 111 Services Agreement terminates for any reason or expires (as applicable) which individual termination shall not affect the continuance of this Co-operation Framework for the other Co-operating Parties.
- 16.3. The Parties acknowledge that this Co-operation Framework is intended to support the 111 Services Agreements and accordingly agree that no Co-operating Party shall be entitled (whether under contract or at common law) to terminate their participation in this Co-operation Framework, save for the termination of the Co-operation Framework under Paragraph 16.1 of this Co-operation Framework.

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**16.4. Effect of termination**

The termination of this Co-operation Framework, and participation by an individual Co-operating Party in the Co-operation Framework, shall be without prejudice to rights and obligations of the Buyer and each of the Co-operating Parties under the relevant 111 Services Agreements.

**17. LIABILITY**

17.1. Nothing in this Co-operation Framework shall operate to limit or exclude:

- 17.1.1. any Party's liability to any other for death or personal injury caused by that Party's negligence or that of its employees, agents or subcontractors (as applicable);
- 17.1.2. any Party's liability to any other for fraud, fraudulent misrepresentation or fraudulent concealment; and
- 17.1.3. any Party's liability to any other for any liability to the extent it cannot be limited or excluded by law.

17.2. Subject to Paragraph 17.1 of this Co-operation Framework:

- 17.2.1. the Buyer's liability in respect of its obligations under this Co-operation Framework in respect of each Co-operating Party and any of its subcontractors shall be subject to the liability provisions under the 111 Services Agreement between the Buyer and that Co-operating Party as if the liability had arisen pursuant to the relevant 111 Services Agreement; and
- 17.2.2. each Co-operating Party's liability to the Buyer in respect of its obligations under this Co-operation Framework shall be subject to the liability provisions under the 111 Services Agreement between the Buyer and that Co-operating Party as if the liability had arisen pursuant to the relevant 111 Services Agreement.

17.3. Each Co-operating Party acknowledges and agrees that it shall only have any right or remedy against any other Co-operating Party under this Co-operation Framework in respect of breaches by that Co-operating Party of Paragraph 15 of this Co-operation Framework.

17.4. Notwithstanding any other provision of this Co-operation Framework, the Co-operating Parties each acknowledge that nothing in this Co-operation Framework and in particular no failure by any Co-operating Party to perform any obligation under this Co-operation Framework or a 111 Services Agreement shall:

- 17.4.1. relieve them from any obligation or liability towards the Buyer under the relevant 111 Services Agreement; or

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 17.4.2. give them any right or remedy against or entitle them to any additional payment from the Buyer,

save as expressly set out in their respective 111 Services Agreements.

**18. COSTS**

Each Party shall bear its own costs and expenses in connection with the performance of its obligations under this Co-operation Framework.

**19. PUBLICITY**

Each Co-operating Party shall not:

- 19.1. make any press announcements or publicise this Co-operation Framework or its contents in any way; or

- 19.2. use the Buyer's (or any other Co-operating Party's) name or brand in any promotion or marketing or announcement of orders,

without the prior written consent of the Buyer being given and the Buyer's prior written approval of the content of any such material prepared by the Co-operating Party.

**20. FURTHER ASSURANCE**

Each Co-operating Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) any other Co-operating Party reasonably requires from time to time for the purpose of giving that other Co-operating Party the full benefit of the provisions of this Co-operation Framework.

**21. ASSIGNMENT AND SUBCONTRACTING**

- 21.1. The Co-operating Parties may not assign, novate, subcontract or otherwise transfer any of their rights or obligations under this Co-operation Framework without the prior written consent of the Buyer who will then inform all other Co-operating Parties.

- 21.2. The Buyer may assign, novate or otherwise dispose of its rights and obligations under this Co-operation Framework or any part thereof to:

- 21.2.1. any other body established by the Buyer or under statute in order substantially to perform any of the functions that had previously been performed by the Buyer; or

- 21.2.2. any private sector body which substantially performs any of the functions of the Buyer,

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

provided that any such assignment, novation or other disposal shall not materially increase the burden of the Co-operating Parties obligations under this Co-operation Framework.

- 21.3. Any change in the legal status of the Buyer shall not affect the validity of this Co-operation Framework. In such circumstances, this Co-operation Framework shall bind and inure to the benefit of any successor body to the Buyer.

**22. NOTICES**

- 22.1. Any notices provided under this Co-operation Framework must be in writing.
- 22.2. The following table sets out the method by which notices may be served under this Co-operation Framework and the respective deemed time and proof of service:

| <b>Manner of Delivery</b>                                                                                                    | <b>Deemed Time of Service</b>                                                                                                                                                                                                                                 | <b>Proof of Service</b>                                                                  |
|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| Email                                                                                                                        | 9:00am on the first Working Day after sending                                                                                                                                                                                                                 | Dispatched an email to the correct email address without any error message               |
| Personal delivery                                                                                                            | On delivery, provided delivery is between 9:00am and 5:00pm on a Working Day. Otherwise, delivery will occur on the next Working Day                                                                                                                          | Properly addressed and delivered as evidenced by signature of a delivery receipt         |
| Prepaid, Royal Mail Signed For™ 1 <sup>st</sup> Class or other prepaid, next working day service providing proof of delivery | At the time recorded by the delivery service, provided that delivery is between 9:00am and 5:00pm on a Working Day. Otherwise, delivery will occur at 9:00am on the same Working Day (if delivery before 9:00am) or on the next Working Day (if after 5:00pm) | Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt |

- 22.3. Notices shall be sent to the addresses set out below or at such other addresses as the relevant Party may give notice to the other Parties for the purposes of service of notices under this Co-operation Framework:

***[insert contact address and email details for each of the initial Parties]***

OFFICIAL

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

Party: [●]

Party: Vodafone Limited

Address: [●]

Address: The Connection,  
Vodafone House, Newbury, G14  
2FN

Email: [●]

Email:

Attention: [●].

Attention: .

Party: [●]

Party: [●]

Address: [●]

Address: [●]

Email: [●]

Email: [●]

Attention: [●].

Attention: [●].

Party: [●]

Address: [●]

Email: [●]

Attention: [●].

22.4. Unless otherwise agreed by the Buyer any notices under this Paragraph 22 shall be issued to all Parties.

22.5. Paragraph 22 of this Co-operation Framework does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**23. NO PARTNERSHIP OR AGENCY**

Nothing in this Co-operation Framework is intended to create a partnership or joint venture of any kind between the Parties or to authorise any Party to act as agent for any other. Except where expressly so stated within this Co-operation Framework, no Party will have authority to act in the name or on behalf of or otherwise to bind any other.

**24. WAIVER**

The rights and remedies under this Co-operation Framework may be waived only by notice and in a manner that expressly states that a waiver is intended such notice to be signed by the Buyer and all Co-operating Parties that the Buyer in good faith believes to be impacted or will be impacted by the waiver. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Co-operation Framework or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or



**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**25. CLUSTER MEMBERS AND THIRD PARTY RIGHTS**

25.1. Each Co-operating Party acknowledges that the Cluster Members may receive certain Services under the 111 Services Agreements. In the event of any default, act, omission, negligence or statement by a Co-operating Party relating to this Co-operation Framework which results in any Losses being suffered by a Cluster Member those Losses shall be treated as Losses suffered by the Buyer in accordance with and subject to the provisions of the relevant 111 Services Agreement.

25.2. Except for the Cluster Members described in Paragraph 25.1 of this Co-operation Framework, a party who is not the Buyer, Cluster Members or a Co-operating Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Co-operation Framework, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

25.3. Any amendments or modifications to this Co-operation Framework may be made by the Buyer, Cluster Member and Co-operating Parties without the consent of any third party.

**26. DISPUTES**

Disputes shall be escalated in accordance with the applicable multi-supplier dispute provisions set out in the relevant 111 Services Agreements, which shall be deemed incorporated into this Co-operation Framework in their entirety (with the necessary changes).

**27. GOVERNING LAW AND JURISDICTION**

27.1. This Co-operation Framework and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

27.2. Subject to Paragraph 26 of this Co-operation Framework, the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Co-operation Framework or its subject matter or formation.

This Co-operation Framework shall come into effect on the date set above and signed by each of the Co-operating Parties.

Signed by an authorised signatory for and on behalf of the Buyer

Signature

\_\_\_\_\_

OFFICIAL

**Call-Off Schedule 35 (Co-operation)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020

Date \_\_\_\_\_

Name (in Capitals) \_\_\_\_\_

Address \_\_\_\_\_

Signed by an authorised signatory to sign for and on behalf of the [Co-operating Party  
[1] etc]

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name (in Capitals) \_\_\_\_\_

Address \_\_\_\_\_

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**APPENDIX 1 (DEFINITIONS AND INTERPRETATION) OF THE CO-OPERATION FRAMEWORK**

| Defined Term                    | Definition                                                                                                                                                                                                                                 |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>111 Number</b>               | the three-digit number(s) allocated by OFCOM to be used by the public to access non-emergency health services;                                                                                                                             |
| <b>111 Service</b>              | the gateway to any service using the 111 Number, including IUC Services in England, NHS 24 in Scotland, the Welsh Ambulance Service in Wales and NPFS;                                                                                     |
| <b>111 Services Agreement</b>   | means a contract between the Buyer and a supplier to provide IT, telecommunications and/or any related functions and activities outsourced to that supplier as part of the 111 Service;                                                    |
| <b>Buyer Dependencies</b>       | has the meaning given to it in each 111 Services Agreement;                                                                                                                                                                                |
| <b>Bank Holiday</b>             | a bank holiday, or other public holiday, in England, Wales, Scotland and/or Northern Ireland, as applicable;                                                                                                                               |
| <b>Cluster Member</b>           | the health care bodies requiring Services from time to time as set out in accordance with the 111 Services Agreements together with any successor body to any Cluster Members from time to time;                                           |
| <b>Co-operation Framework</b>   | means the Paragraphs of and Appendices to this framework (and any Appendices to any of them), and the documents referred to in them, all as amended from time to time;                                                                     |
| <b>Co-operating Party</b>       | are the Parties identified in Paragraph 2.1 of the Co-operation Framework as amended from time to time pursuant to Paragraphs 13 and 16.2 and who have incorporated the Co-operation Framework in their relevant contracts with the Buyer; |
| <b>Co-operation Plan</b>        | means the plan to be developed and maintained as described in Paragraph 11;                                                                                                                                                                |
| <b>Common Processes</b>         | means the processes that apply to all Co-operating Parties in connection with this Co-operation Framework and their respective 111 Services Agreements, as provided by the Buyer to the Co-operating Parties from time to time;            |
| <b>Confidential Information</b> | means:<br>(a) Information, including Personal Data, which (however it is                                                                                                                                                                   |

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| Defined Term | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|              | <p>conveyed) is provided by the Disclosing Party pursuant to or in anticipation of the Co-operation Framework or a 111 Services Agreement that relates to:</p> <p>(i) the Disclosing Party or, in the case of the Buyer, the Buyer or a Cluster Member; or</p> <p>(ii) the operations, business, affairs, developments, intellectual property rights, any software or underlying source code or object code therein, trade secrets, know-how; and/or personnel of the Disclosing Party or, in the case of the Buyer, that of the Buyer or a Cluster Member;</p> <p>(b) other information provided by the Disclosing Party pursuant to or in anticipation of this Co-operation Framework or the relevant 111 Services Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this Co-operation Framework or a 111 Services Agreement;</p> <p>(c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Co-operation Framework or a 111 Services Agreement and all matters arising therefrom; and</p> <p>(d) Information derived from any of the above, but not including any information which:</p> <p>(i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;</p> <p>(ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;</p> <p>(iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of the Co-operation Framework or a 111 Services Agreement or breach of a duty of confidentiality;</p> <p>(iv) was independently developed without access to the Confidential Information; or</p> <p>(v) relates to the Co-operating Party's performance under the</p> |

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| Defined Term                             | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                          | Co-operation Framework or its 111 Services Agreement;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Controller</b>                        | has the meaning given to it in the relevant 111 Services Agreement(s) or, if no meaning is given, the meaning given to it in the GDPR;                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Data Protection Impact Assessment</b> | an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Disclosing Party</b>                  | a Party which discloses or makes available directly or indirectly its Confidential Information;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Effective Date</b>                    | means the date as set out at the top of page 1 of this Co-operation Framework;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>GDPR</b>                              | the General Data Protection Regulation (Regulation (EU) 2016/679);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Good Industry Practice</b>            | has the meaning given in the relevant 111 Services Agreement (or, if none is given, means the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Buyer, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws);                                                                                                                                  |
| <b>Information</b>                       | all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);                                                                                                                                                                                                                                                                                                                                                       |
| <b>Information Governance Policy</b>     | means the NHS Information Governance Policy as set out at <a href="https://www.england.nhs.uk/wp-content/uploads/2019/10/information-governance-policy-v5.1.pdf">https://www.england.nhs.uk/wp-content/uploads/2019/10/information-governance-policy-v5.1.pdf</a> ;                                                                                                                                                                                                                                                                                                                                 |
| <b>Intellectual Property Rights</b>      | means: <ul style="list-style-type: none"> <li>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in confidential information;</li> <li>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or</li> </ul> |

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| Defined Term                                 | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                              | jurisdiction; and                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                              | (c) all other rights having equivalent or similar effect in any country or jurisdiction;                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>IUC Services</b>                          | formerly known as the NHS 111 Service, the 111 Service made available to the public in England;                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Laws</b>                                  | has the meaning given in the relevant 111 Services Agreement (or, if none is given, means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply; |
| <b>Losses</b>                                | losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;                                                                                                                                                                                   |
| <b>NPFS or National Pandemic Flu Service</b> | the telephony and on-line service made available to the public in a Health Emergency situation including for the assessment of symptoms and dispatch of antivirals;                                                                                                                                                                                                                                                                                                                          |
| <b>Party</b>                                 | means a person who is a party to the Co-operation Framework from time to time;                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Personal Data</b>                         | has the meaning given to it in the GDPR;                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Recipient</b>                             | a Party which receives or obtains directly or indirectly Confidential Information;                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Services</b>                              | means any and all of the services to be provided by the Co-operating Party under its 111 Services Agreement;                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Supplier Dependencies</b>                 | has the meaning given in Appendix 3 of this Co-operation Framework;                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Variation Procedure</b>                   | the variation procedure as set out at Appendix 4 of this Co-operation Framework;                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Working Day</b>                           | any day other than a Saturday or Sunday or public holiday in England and Wales unless agreed otherwise by the Parties.                                                                                                                                                                                                                                                                                                                                                                       |

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**RULES OF INTERPRETATION**

In this Co-operation Framework, unless the context otherwise requires:

- the singular includes the plural and vice versa;
- references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity;
- the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
- references to "writing" include typing, printing, photography, display on a screen, electronic transmission and other modes of representing or reproducing words in a visible form;
- the headings are for ease of reference only and shall not affect the interpretation or construction of this Co-operation Framework; and
- references to "Appendices" are, unless otherwise provided, references to the appendices of this Co-operation Framework

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**APPENDIX 2 (GOVERNANCE PROCESSES) OF THE CO-OPERATION  
FRAMEWORK**

**GOVERNANCE PROCESSES**

1. The governance processes that apply to the Co-operating Parties under this Co-operation Framework are set out in 111 Services Agreement between the Buyer and the relevant Co-operating Party.
2. The Co-operating Parties acknowledge that the Buyer intends to develop such governance processes further and shall be entitled to incorporate such further developed governance processes in this Appendix 2 through the Variation Procedure and, from the date of incorporation, such further developed governance processes shall apply to the Co-operating Parties for the duration of this Co-operation Framework.



**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**APPENDIX 3 (SUPPLIER DEPENDENCIES) OF THE CO-OPERATION FRAMEWORK****1. CHANGE CONTROL**

Changes to the Supplier Dependencies in this Appendix 3 of the then existing Co-operation Framework will be made in accordance with the Variation Procedure to reflect changes that may occur as a result of:

- 1.1. the addition of a new or removal of an existing Co-operating Party;
- 1.2. the ordering of optional services or addition of new services under the relevant 111 Services Agreement;
- 1.3. the decommissioning of existing Services under the relevant 111 Services Agreement;
- 1.4. material changes to the manner in which existing Services are delivered under the relevant 111 Services Agreement; or
- 1.5. a material change to this Co-operation Framework or any 111 Services Agreement.

**2. SUPPLIER DEPENDENCIES**

Unless a different date is agreed by the Parties in writing, the initial Parties agree that the Supplier Dependencies shall be provided by the date that is thirty (30) calendar days from the date of the Parties entering into this Co-operation Framework.

| Supplier                                                           | Referencing the Supplier Dependency to the related part of the relevant 111 Services Agreement | Description of the Supplier Dependency     | Timeline | Comments / other information |
|--------------------------------------------------------------------|------------------------------------------------------------------------------------------------|--------------------------------------------|----------|------------------------------|
| <b>Supplier Dependencies for <i>[insert Supplier 1's name]</i></b> |                                                                                                |                                            |          |                              |
| [ ]                                                                | [Paragraph xx of Schedule yy]                                                                  | <i>[to be completed by the Supplier 1]</i> |          |                              |
| [ ]                                                                | [Paragraph xx of Schedule yy]                                                                  | <i>[to be completed by the Supplier 1]</i> |          |                              |

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

| <b>Supplier Dependencies for <i>[insert Supplier 2's name]</i></b> |                               |                                            |  |  |
|--------------------------------------------------------------------|-------------------------------|--------------------------------------------|--|--|
| [ ]                                                                | [Paragraph xx of Schedule yy] | <i>[to be completed by the Supplier 2]</i> |  |  |
| [ ]                                                                | [Paragraph xx of Schedule yy] | <i>[to be completed by the Supplier 2]</i> |  |  |
| <b>Supplier Dependencies for <i>[insert Supplier 3's name]</i></b> |                               |                                            |  |  |
| [ ]                                                                | [Paragraph xx of Schedule yy] | <i>[to be completed by the Supplier 3]</i> |  |  |
| [ ]                                                                | [Paragraph xx of Schedule yy] | <i>[to be completed by the Supplier 3]</i> |  |  |

**Call-Off Schedule 35 (Co-operation)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**APPENDIX 4 (VARIATION FORM) OF THE CO-OPERATION FRAMEWORK****Variation Form**

This form is to be used in order to change the Co-operation Framework in accordance with Paragraph 4.5 of the Co-operation Framework.

| <b>Contact Details</b>                           |                                                                                                     |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| This variation is between:                       | The Buyer<br>And<br>[insert name of Supplier]<br>And<br>[insert names of any other parties] ("[■]") |
| <b>Details of Proposed Variation</b>             |                                                                                                     |
| Variation initiated by:                          | [delete as applicable: Buyer/[Co-operating Party]                                                   |
| Variation number:                                | [insert variation number]                                                                           |
| Date variation is raised:                        | [insert date]                                                                                       |
| Reason for the variation:                        | [insert reason]                                                                                     |
| Proposed variation to the Co-operation Framework | [insert details of the proposed variation]<br>[xx]<br>[xx]<br>[xx]<br>[xx]                          |

1. This Variation must be agreed and signed by all Parties to the Co-operation Framework and shall only be effective from the date it is signed by the Buyer.
2. Words and expressions in this Variation shall have the meanings given to them in the Co-operation Framework.
3. The Co-operation Framework, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

**Call-Off Schedule 35 (Co-operation)**  
Call-Off Ref: Bravo Reference: ITT\_871  
Crown Copyright 2018  
NHS Commissioning Board Copyright 2020  
Signed by an authorised signatory for and on behalf of the Buyer

Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Name (in Capitals) \_\_\_\_\_  
Address \_\_\_\_\_

Signed by an authorised signatory to sign for and on behalf of the [Co-operating Party  
[1] etc]

Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Name (in Capitals) \_\_\_\_\_  
Address \_\_\_\_\_

Signed by an authorised signatory to sign for and on behalf of the [ Co-operating Party  
2]

Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Name (in Capitals) \_\_\_\_\_  
Address \_\_\_\_\_

Signed by an authorised signatory to sign for and on behalf of the [Co-operating Party  
3]

Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Name (in Capitals) \_\_\_\_\_  
Address \_\_\_\_\_

**Call-Off Schedule 36 (Dispute Resolution)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**NHS 111: NHS MANAGED SERVICES TELEPHONY  
INFRASTRUCTURE**

**CALL-OFF SCHEDULE 36**

**DISPUTE RESOLUTION**

**Call-Off Schedule 36 (Dispute Resolution)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

## **Call-Off Schedule 36 (Dispute Resolution)**

### **1. INTRODUCTION**

- 1.1. Except where this Call-Off Contract or the Parties by written agreement expressly provide to the contrary, each Dispute shall be dealt with in accordance with this Call-Off Schedule.
- 1.2. When implementing this Dispute Resolution Procedure, the Parties shall act in good faith so as to resolve the Dispute quickly and fairly.
- 1.3. Other than where a Dispute has arisen in response to any of the circumstances listed in Paragraph 1.4 of this Call-Off Schedule then:
  - 1.3.1. either Party may serve notice on the other Party to meet to discuss and attempt to resolve the relevant Dispute;
  - 1.3.2. the Buyer Authorised Representative and the Supplier Authorised Representative shall meet within twenty-eight (28) days to attempt (in good faith) to resolve the Dispute; and
  - 1.3.3. if such attempts are not successful within twenty (20) Working Days of the Dispute first arising, either Party may give to the other a Notice of Dispute.
- 1.4. Where a Dispute has arisen and the Parties have already undertaken a related process provided for in this Call-Off Contract to attempt to resolve the Dispute under the relevant Call-Off Schedule, including:
  - 1.4.1. disputed invoices under Paragraph 12.4 of Call-Off Schedule 5 (Pricing Details);
  - 1.4.2. failure to agree the contents of the BCDR Plan under Paragraph 1.9 of Part B of Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
  - 1.4.3. non-Approval by the Buyer of the Supplier submitted ISMS (under Paragraph 3.8) or the Security Management Plan (under Paragraph 4.3) of Call-Off Schedule 9 (Security);
  - 1.4.4. failure to agree timescales for mitigating a Vulnerability under Paragraph 9.6 of Call-Off Schedule 9 (Security);
  - 1.4.5. failure to agree the classification of an unresolved Test Issue at the end of a Test under Paragraph 8.3 of Part B of Call-Off Schedule 13 (Implementation Plan and Testing);
  - 1.4.6. failure to agree the Exit Plan under Paragraph 4.1 of Call-Off Schedule 10 (Exit Management);

**Call-Off Schedule 36 (Dispute Resolution)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

1.4.7. failure to agree the DIP for each Buyer Site under Paragraph 2.10 of Part A of Call-Off Schedule 13 (Implementation Plan and Testing); or

1.4.8. a failure by the Supplier to implement the Rectification Plan under Call-Off Schedule 32 (Rectification Plan);

the Parties shall not be required to follow the procedure listed in Paragraph 1.3 of this Call-Off Schedule, but shall instead follow the Expedited Dispute Timetable set out in Annex 1 to this Call-Off Schedule. The Parties shall also be required to follow the Expedited Dispute Timetable where specified by the Buyer in circumstances where: (i) the Dispute is in the reasonable opinion of the Buyer materially Service affecting; or (ii) following the Dispute Resolution Timetable for Standard Disputes would cause a Delay.

**Disputes between Supplier and Cluster Members**

1.5. Where, pursuant to Call-Off Schedule 12 (Clustering) the Supplier is party to any Dispute with any Cluster Member for Charges invoiced to any Cluster Member, the Supplier shall notify the Buyer (which for the purposes of Paragraphs 1.5 and 1.6 of this Call-Off Schedule shall be NHS Commissioning Board only) of the Dispute and the Buyer shall be entitled to a reasonable period to determine whether:

1.5.1. a resolution is capable of being achieved; or

1.5.2. at its option, take control of any such Dispute; or

1.5.3. direct that any Disputes with two (2) or more Cluster Members having substantially the same cause are treated together as one single Dispute with multiple parties where appropriate, including where two or more Cluster Members appoint a lead representative in respect of any multi-party Dispute.

1.6. Notwithstanding Paragraph 1.5 of this Call-Off Schedule:

1.6.1. all such Disputes shall be subject to the provisions of this Call-Off Schedule;

1.6.2. the Supplier shall keep the Buyer fully and regularly informed about the progress of such Dispute and the Dispute Resolution Procedure, providing copies of any and all applicable correspondence and documentation served in respect of the same except in the case of any such correspondence and/or documentation issued by either the Supplier or the Cluster Member is marked (or would be reasonably interpreted) as privileged, in which case the Supplier shall tell the Buyer that information that is marked or

**Call-Off Schedule 36 (Dispute Resolution)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

has been reasonably interpreted as privileged has been received or issued;

1.6.3. the Supplier shall provide advance notice in writing to the Buyer in respect of any escalation of any Dispute through the Dispute Resolution Procedure; and

1.6.4. the Buyer shall have:

1.6.4.1. the right to attend, participate in and make submissions to any part of the Dispute Resolution Procedure as it considers appropriate save that nothing in any such attendance, participation or submission shall incur any liability on behalf of the Buyer for any costs or expenses incurred by any party (including third parties) in connection with the same; and

1.6.4.2. the right to Approve any settlement between the Supplier and a Cluster Member where any such settlement relates to a matter that also affects the Buyer and/or one or more other Cluster Members.

**Disputes between Supplier and CCS**

1.7. Where the Supplier is party to any dispute with CCS (whether in connection with the Framework Contract or this Call-Off Contract), the Supplier shall notify the Buyer (being NHS Commissioning Board only) of the relevant dispute and keep the Buyer fully and regularly informed about the progress of such dispute, providing copies of any and all applicable documentation served in respect of the same. The obligations on the Supplier in this Paragraph 1.7 shall be subject always to any applicable obligations of confidentiality owed by the Supplier to CCS. The Supplier shall seek a waiver from CCS of any such obligations in connection with its compliance with this Paragraph 1.7.

**2. APPLICATION OF THE DISPUTE RESOLUTION PROCEDURE**

2.1. Any Party may begin the Dispute Resolution Procedure. The rights and obligations of Cluster Members and the Supplier in respect of Disputes between the Supplier and Cluster Members shall be subject always to the provisions of Call-Off Schedule 12 (Clustering).

2.2. The Dispute Resolution Procedure shall start with the service of a Notice of Dispute.

2.3. The Notice of Dispute shall set out:

OFFICIAL



**Call-Off Schedule 36 (Dispute Resolution)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 2.3.1. the material particulars of the Dispute;
  - 2.3.2. the views of the Party serving the Notice of Dispute as to the causes of the Dispute;
  - 2.3.3. reasons why the Dispute remains in Dispute, setting out attempts by either Party to resolve the Dispute to date, and a summary of points outstanding;
  - 2.3.4. (subject to Paragraph 1.4 or Paragraph 2.8 of this Call-Off Schedule) whether the Dispute should be dealt with under the Standard Dispute Timetable or the Expedited Dispute Timetable; and
  - 2.3.5. why (if at all) the Dispute should be dealt with under the Expedited Dispute Timetable pursuant to Paragraph 2.8 of this Call-Off Schedule.
- 2.4. Unless agreed otherwise in writing by the Parties, the Parties shall continue to comply with their respective obligations under this Call-Off Contract (including for payment of undisputed Charges) regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure.
- 2.5. Subject to Paragraphs 1.1, 2.1 and 3.7 of this Call-Off Schedule, the Parties shall seek to resolve Disputes:
  - 2.5.1. first by commercial negotiation (as prescribed in Paragraph 3 of this Call-Off Schedule);
  - 2.5.2. then by mediation (as prescribed in Paragraph 4 of this Call-Off Schedule); and
  - 2.5.3. lastly by recourse to arbitration (as prescribed in Paragraph 6 of this Call-Off Schedule) or litigation (in accordance with Clause 35 (Which law applies)) of the Call-Off Contract.
- 2.6. Specific issues may be referred to Expert Determination (as prescribed in Paragraph 5 of this Call-Off Schedule) where specified under the provisions of this Call-Off Contract.
- 2.7. The time periods set out in the Dispute Resolution Timetable shall apply to all Disputes unless the Parties agree otherwise in writing. Notwithstanding the foregoing, the Parties acknowledge that the Buyer operates an extensive process of approvals and sign-off which shall apply to the processes, escalations and /or approvals required by or on behalf of the Buyer pursuant to this Call-Off Schedule. Any time periods set out in the Dispute Resolution Timetable shall be automatically extended by the period required to obtain any such approvals as notified by or on behalf of the Buyer to the Supplier from time to time.

**Call-Off Schedule 36 (Dispute Resolution)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 2.8. The Parties may agree to use the Expedited Dispute Timetable only where stated in this Call-Off Contract or in other exceptional circumstances including where:
  - 2.8.1. the use of the Standard Dispute Timetable would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute; or
  - 2.8.2. the Dispute relates to a circumstance listed in Paragraph 1.4 of this Call-Off Schedule.
- 2.9. If the Parties are unable to reach agreement on the use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Notice of Dispute then the use of this timetable shall be at the sole discretion of the Buyer.
- 2.10. If at any point it becomes clear that an applicable deadline set out in the Dispute Resolution Timetable cannot be met or has passed, the Parties may agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages set out in the Dispute Resolution Timetable by the period agreed in the extension.

**3. COMMERCIAL NEGOTIATIONS**

- 3.1. The commercial negotiation process is a guide to assist the Buyer and the Supplier to resolve Disputes and shall be operated with flexibility so as to allow a Dispute to be resolved at the most appropriate level and as quickly as possible.
- 3.2. Except where a Dispute requires rapid resolution, including where the Buyer reasonably considers that its operations are or could be adversely affected or where either the Buyer or the Supplier could incur significant costs as a result of non-resolution of the Dispute, escalation of a Dispute shall be by written report to the next level (as set out in Paragraph 3.3 of this Call-Off Schedule) by the Party escalating the Dispute. The report shall contain at least the following information:
  - 3.2.1. the name of the originator;
  - 3.2.2. the date the issue was first raised;
  - 3.2.3. a description of the issue including any history of similar problems;
  - 3.2.4. the implications of the issue, its severity and the degree of urgency involved;

**Call-Off Schedule 36 (Dispute Resolution)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

3.2.5. an estimate of the current and reasonably likely cost of the issue; and

3.2.6. the names of others involved who may need to be consulted.

3.3. The Escalation table is as follows:

|         |                                                                                       |
|---------|---------------------------------------------------------------------------------------|
| Level 1 | Contract Managers (from the Supplier and the Buyer or Cluster Member (as applicable)) |
| Level 2 | Services Board                                                                        |
| Level 3 | Supplier Review Board                                                                 |

3.4. In the commercial negotiation procedure, Disputes shall be handled at each level for up to ten (10) Working Days (or such other period as the Parties agree in writing) and, if not resolved, shall be escalated to the next level within five (5) Working Days (or such other period as the Parties agree in writing).

3.5. The Buyer or the Supplier may initially escalate the Dispute to the level set out in Paragraph 3.3 of this Call-Off Schedule that it reasonably considers most appropriate given the circumstances.

3.6. If the Parties have not settled the Dispute in accordance with the commercial negotiation process set out in this Paragraph 3 then the next step in the Dispute Resolution Procedure shall be for either Party to refer the matter to mediation in accordance with Paragraph 4 of this Call-Off Schedule.

3.7. If:

3.7.1. either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation or the continuance of commercial negotiations shall not result in an appropriate solution; or

3.7.2. the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this Paragraph 3,

either Party may serve a written notice to proceed to mediation (a **"Mediation Notice"**) in accordance with Paragraph 4 of this Call-Off Schedule.

**Call-Off Schedule 36 (Dispute Resolution)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**4. MEDIATION**

- 4.1. If a Mediation Notice is served, the Parties shall attempt to resolve the Dispute in accordance with Centre for Effective Dispute Resolution (CEDR) Model Mediation Agreement which shall be deemed to be incorporated by reference into this Call-Off Contract. A copy of the Mediation Notice shall be sent to CEDR by the Party issuing it.
- 4.2. If the Parties do not agree on the joint appointment of a Mediator within the timescale specified in the applicable section of the Dispute Resolution Timetable, they shall make a joint application to CEDR to nominate the Mediator.
- 4.3. The Parties shall use all reasonable endeavours to ensure that the Mediator, after consultation with the Parties where appropriate, shall:
  - 4.3.1. attend any meetings with either or both of the Parties preceding the mediation if requested or if the Mediator decides this is appropriate and the Parties agree in writing;
  - 4.3.2. read before the mediation each Case Summary and all the documents sent to him;
  - 4.3.3. chair and determine the procedure for the mediation;
  - 4.3.4. assist the Parties in drawing up any written settlement agreement; and
  - 4.3.5. abide by the terms of CEDR's model mediation procedure and CEDR's code of conduct for mediators.
- 4.4. The Mediator (and any member of the Mediator's firm or company) shall not act for either of the Parties individually in connection with the Dispute in any capacity during the Call-Off Contract Period. The Parties accept that in relation to the Dispute neither the Mediator nor CEDR is an agent of, or acting in any capacity for, any of the Parties and that the Mediator (unless an employee of CEDR) is acting as an independent contractor and not as an agent or employee of CEDR.

**CEDR**

- 4.5. Unless otherwise agreed in writing by the Parties, the Parties shall use all reasonable endeavours to ensure that CEDR, in conjunction with the Mediator, shall make the necessary arrangements for the mediation including, as necessary:
  - 4.5.1. nominating, and obtaining the agreement of the Parties to, the Mediator;
  - 4.5.2. organising a suitable venue and dates;

**Call-Off Schedule 36 (Dispute Resolution)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 4.5.3. organising exchange of the Case Summaries and documents;
  - 4.5.4. meeting with either or both of the Parties (and the Mediator if appointed), either together or separately, to discuss any matters or concerns relating to the mediation; and
  - 4.5.5. general administration in relation to the mediation.
- 4.6. If there is any issue about the conduct of the mediation upon which the Parties cannot agree within a reasonable time, CEDR shall, at the request of any Party, decide the issue for the Parties, having consulted with them.
- 4.7. The Parties shall notify the Mediator in writing that they wish to observe the relevant timescales agreed in the Dispute Resolution Timetable.

**Participants**

- 4.8. Each Party shall state the names of:
- 4.8.1. the person(s) who shall be the lead negotiator(s) for that Party, who must have full authority to settle the Dispute; and
  - 4.8.2. any other person(s) (such as professional advisers, colleagues or Subcontractors) who shall also be present at, and/or participating in, the mediation on that Party's behalf.

**Exchange of Information**

- 4.9. Each Party shall send to CEDR at least two (2) weeks before the mediation, or such other date as may be agreed in writing between the Parties and CEDR, sufficient copies of:
- 4.9.1. its Case Summary; and
  - 4.9.2. all the documents to which the Case Summary refers and any others to which it may want to refer in the mediation.
- 4.10. In addition, each Party may send to the Mediator (through CEDR) and/or bring to the mediation further documentation which it wishes to disclose in confidence to the Mediator but not to any other person, clearly stating in writing that such documentation is confidential to the Mediator and CEDR.
- 4.11. The Mediator shall be responsible for sending a copy of each Party's Case Summary and supporting documents (pursuant to Paragraph 4.9.1 of this Call-Off Schedule) to the other simultaneously.
- 4.12. The Parties shall try to agree:
- 4.12.1. the maximum number of pages of each Case Summary; and

OFFICIAL

**Call-Off Schedule 36 (Dispute Resolution)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 4.12.2. a joint set of supporting documents or the maximum length of each set of supporting documents.

**The Mediation**

- 4.13. The mediation shall take place at the time and place arranged by CEDR. The Parties agree to request that CEDR arrange the time and place for the mediation within the timescale specified in the applicable section of the Dispute Resolution Timetable. If the mediation cannot be arranged within the relevant timescale the Parties shall treat the delay as though they had agreed an extension to the Dispute Resolution Timetable.
- 4.14. The Mediator shall chair, and determine the procedure at, the mediation.
- 4.15. No recording or transcript of the mediation shall be made.
- 4.16. If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if all the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.17. The Parties agree to notify CEDR in writing that the maximum duration for the mediation meeting shall be as set out in the applicable section of the Dispute Resolution Timetable.

**Settlement Agreement**

- 4.18. Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with Call-Off Schedule 24 (Change Control Procedure) where appropriate). In any event any settlement agreement must be finalised within the timescales specified in the Dispute Resolution Timetable unless the Parties agree in writing an extension to the Dispute Resolution Timetable. The Mediator shall assist the Parties in recording the outcome of the mediation.

**Termination**

- 4.19. The mediation shall terminate when:
- 4.19.1. a Party withdraws from the mediation;
- 4.19.2. a written settlement agreement is concluded;
- 4.19.3. the Mediator decides that continuing the mediation is unlikely to result in a settlement; or

**Call-Off Schedule 36 (Dispute Resolution)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 4.19.4. the Mediator decides he should retire for any of the reasons in CEDR's code of conduct.
- 4.20. Any settlement reached between the Parties in accordance with Paragraph 4.19 of this Call-Off Schedule:
  - 4.20.1. shall not be classed as Confidential Information:
    - 4.20.1.1. to the extent that the fact of settlement has been reached; and
    - 4.20.1.2. details of such settlement may be shared by the Buyer with any other Central Government Body and Crown Bodies including but not exclusively the Cabinet Office and HM Treasury; and
  - 4.20.2. which includes a statement that there is no admission of liability will not include a statement that the Supplier is not at fault.

**Stay of Proceedings**

- 4.21. Any litigation or arbitration in relation to the Dispute may be commenced or continued notwithstanding the mediation where the Parties agree in writing to bring an end to the mediation on the basis that the mediation is unlikely to resolve the Dispute or a court so orders.

**Confidentiality**

- 4.22. Without prejudice to Clause 15 (What you must keep confidential) of the Call-Off Contract and subject always to Paragraph 4.20 of this Call-Off Schedule, every person involved in the mediation shall keep confidential and not use for any collateral or ulterior purpose:
  - 4.22.1. information that the mediation is to take place or has taken place, other than to inform a court dealing with any litigation relating to the Dispute of that information; and
  - 4.22.2. all information (whether given orally, in writing or otherwise) arising out of, or in connection with, the mediation including the fact of any settlement and its terms, other than to inform a court dealing with any litigation relating to the Dispute of that information.
- 4.23. All information (whether oral or documentary and on any media) arising out of or in connection with the mediation shall be without prejudice, privileged and not admissible as evidence or disclosable in any current or subsequent litigation or other proceedings whatsoever. This does not apply to any information which would in any event have been admissible or disclosable in any such proceedings.

**Call-Off Schedule 36 (Dispute Resolution)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 4.24. Paragraphs 4.22 and 4.23 of this Call-Off Schedule shall not apply insofar as any such information is necessary to implement and enforce any settlement agreement arising out of the mediation.
- 4.25. None of the Parties to the mediation shall call the Mediator or CEDR (or any employee, consultant, officer or representative of CEDR) as a witness, consultant, arbitrator or expert in any litigation or other proceedings whatsoever. The Mediator and CEDR shall not voluntarily act in any such capacity without the written agreement of all the Parties.

**Mediators fees and expenses**

- 4.26. CEDR's fees (which include the Mediator's fees) and the other expenses of the mediation shall be borne equally by the Parties. Payment of these fees and expenses shall be made to CEDR in accordance with its fee schedule and terms and conditions of business.
- 4.27. Each Party shall bear its own costs and expenses of its participation in the mediation.

**Exclusion of Liability**

- 4.28. Neither the Mediator nor CEDR shall be liable to the Parties for any act or omission in connection with the services provided by them in, or in relation to, the mediation, unless the act or omission is shown to have been in bad faith.

**5. EXPERT DETERMINATION**

- 5.1. If:
- 5.1.1. the Dispute relates to any aspect of the technology underlying the provision of the Services; or
  - 5.1.2. otherwise relates to an ICT technical, financial technical or other technical nature as the Parties agree in writing and the Dispute has not been resolved using the commercial negotiation process pursuant to Paragraph 3 of this Call-Off Schedule or mediation pursuant to Paragraph 4 of this Call-Off Schedule, then either Party may request by written notice to the other that the Dispute is referred to an Expert for determination (consent to such request may not be unreasonably withheld or delayed).
- 5.2. The Expert shall be appointed by agreement in writing between the Parties but in the event of a failure to agree within ten (10) Working Days or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of either the president for the time being of the Chartered Institute of Arbitrators (or any other association that



**Call-Off Schedule 36 (Dispute Resolution)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

the Parties reasonably understand to have replaced it) in relation to a technical Dispute, to the president for the time being of the Institute of Chartered Accountants in England and Wales (in relation to pricing Dispute) or to the president of the Law Society in relation to all other Disputes.

5.3. The Expert shall act on the following basis:

- 5.3.1. he shall act as an expert and not as an arbitrator and shall act fairly and impartially;
- 5.3.2. the Expert's determination shall (in the absence of a material failure to follow the agreed procedures, a manifest error or fraud) be final and binding on the Parties;
- 5.3.3. the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
- 5.3.4. the Expert is required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of two (2) Months of the matter being referred to the Expert;
- 5.3.5. the parties are entitled to make submissions to the Expert including oral submissions and will provide (or procure that others provide) the Expert with such information, assistance, documentation and materials as the Expert reasonably requires for the purpose of reaching a decision, including details required to be disclosed to the Expert on a confidential basis;
- 5.3.6. necessary remedial acts and/or any amount payable by one Party to another as a result of the Expert's determination shall be invoiced by the applicable Party within thirty (30) Working Days of the Expert's determination being notified to the Parties and such invoice shall be payable by the paying Party on the same payment terms as are set out in Call-Off Schedule 5 (Pricing Details);
- 5.3.7. all proceedings under this Paragraph 5 must be conducted, and the Expert's decision shall be written, in the English language;
- 5.3.8. the process shall be conducted in private and shall be confidential; and

**Call-Off Schedule 36 (Dispute Resolution)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

- 5.3.9. the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

**6. ARBITRATION**

- 6.1. The Parties may at any time before court proceedings are commenced agree that the Dispute should be referred to arbitration in accordance with the provisions of Paragraph 6.4 of this Call-Off Schedule.
- 6.2. Before the Supplier may commence any court proceedings it shall serve written notice on the Buyer of its intention and the Buyer shall have fifteen (15) Working Days from receipt of the Supplier's notice in which to serve a Counter Notice on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with the provisions in Paragraph 6.4 of this Call-Off Schedule. The Supplier shall not commence any court proceedings until the expiry of such fifteen (15) Working Day period.
- 6.3. In its notice to the Buyer pursuant to Paragraph 6.2 of this Call-Off Schedule, the Supplier may request that the Dispute is referred to arbitration, to which the Buyer may, in the Counter Notice, in its sole discretion consent.
- 6.4. If a Dispute is referred to arbitration the Parties shall comply with the following provisions:
- 6.4.1. the arbitration shall be governed by the provisions of the Arbitration Act 1996 and the LCIA procedural rules shall be applied and are deemed to be incorporated into this Call-Off Contract (save that in the event of any conflict between those rules and this Call-Off Contract, this Call-Off Contract shall prevail);
- 6.4.2. the decision of the arbitrator shall be binding on the Parties (in the absence of any material failure by the arbitrator to comply with the LCIA procedural rules);
- 6.4.3. the tribunal shall consist of a sole arbitrator to be agreed by the Parties and in the event that the Parties fail to agree the appointment of the arbitrator within ten (10) Working Days or, if the person appointed is unable or unwilling to act, as appointed by the LCIA;
- 6.4.4. the number of arbitrators shall be three (3);
- 6.4.5. the arbitration shall be administered by the LCIA;
- 6.4.6. the chair of the arbitral tribunal shall be British; and

**Call-Off Schedule 36 (Dispute Resolution)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

6.4.7. the arbitration proceedings shall take place in London and in the English language.

**7. URGENT RELIEF**

7.1. Notwithstanding any other provision of this Call-Off Schedule, either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

7.1.1. for interim or interlocutory remedies in relation to this Call-Off Contract or infringement by the other Party of that Party's Intellectual Property Rights; and/or

7.1.2. where compliance with Paragraphs 1.3 and 3 of this Call-Off Schedule and/or referring the Dispute to mediation would leave insufficient time for that Party to commence proceedings before the expiry of an applicable limitation period.

**8. SUB-CONTRACTORS**

8.1. The Supplier shall procure that any Subcontractor involved in providing the Services which are the subject of a Dispute shall, at the request of either Party, provide any assistance required in order to resolve the relevant Dispute including the provision of any information, data or documentation and the attendance at any meetings or hearings.

8.2. The Buyer shall not be responsible for any costs incurred by any Subcontractor participating in the resolution of any Dispute.

**9. OTHER SERVICES PROVIDERS**

9.1. Without prejudice to the provisions of any Co-operation Agreement in place between the Buyer, the Supplier and Other Suppliers, where any Other Suppliers are relevant to a Dispute which is being dealt with through the Dispute Resolution Procedure, the Buyer shall use reasonable endeavours to procure that, subject to entering into appropriate mutual confidentiality agreements with the Buyer and the Supplier, the Other Suppliers shall participate in and submit to each stage of the Dispute Resolution Procedure in an appropriate capacity.

9.2. Where any other service providers (but not the Other Suppliers or Subcontractors) are relevant to a Dispute which is being dealt with through the Dispute Resolution Procedure, the Supplier shall use reasonable endeavours to procure that, through its contractual relationship with those other service providers (if any), and subject to the other supplier entering into appropriate confidentiality agreements with the Buyer and the Supplier, the other service providers shall participate in and submit to each stage of the Dispute Resolution Procedure in an appropriate capacity.

OFFICIAL

**Call-Off Schedule 36 (Dispute Resolution)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**10. FAILURES TO COMPLY**

Subject to Paragraph 1.1 of this Call-Off Schedule, the Dispute Resolution Procedure is binding and mandatory. A failure to comply with this Call-Off Schedule, including a failure to perform in a timely manner, shall be a breach of this Call-Off Contract. Such a breach may be remedied by performing the relevant requirement in compliance in all respects (so that late performance shall be sufficient to remedy a breach). Subject to Clause 11 (How much you can be held responsible for) of the Call-Off Contract, the Party in breach shall be liable for the consequences of such breach.

**Call-Off Schedule 36 (Dispute Resolution)**

Call-Off Ref: Bravo Reference: ITT\_871

Crown Copyright 2018

NHS Commissioning Board Copyright 2020

**Annex 1: Dispute Resolution Timetable**

Subject to Paragraph 2.7 of this Call-Off Schedule, Disputes shall be escalated in accordance with the following timetable:

| <b>Stage</b>                                                                                                                                                         | <b>Standard Dispute Timetable</b>                                      | <b>Expedited Dispute Timetable</b>                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------|
| Period of time in which Dispute is to be referred to mediation in accordance with Paragraph 3.6 of this Call-Off Schedule.                                           | Ten (10) Working Days                                                  | Five (5) Working Days                                                  |
| Time permitted in Paragraph 4.2 of this Call-Off Schedule to agree the appointment of the Mediator.                                                                  | Ten (10) Working Days                                                  | Five (5) Working Days                                                  |
| Period of time in which Mediator may convene the mediation meeting from the date of appointment in accordance with Paragraph 4.13 of this Call-Off Schedule.         | Thirty (30) Working Days (subject to the availability of the Mediator) | Twenty (20) Working Days (subject to the availability of the Mediator) |
| Maximum duration of mediation meeting in accordance with Paragraph 4.17 of this Call-Off Schedule.                                                                   | Three (3) Working Days                                                 | One (1) Working Day                                                    |
| Period of time in which the mediation settlement is to be recorded in writing and signed by the Parties in accordance with Paragraph 4.18 of this Call-Off Schedule. | Ten (10) Working Days                                                  | Five (5) Working Days                                                  |