GP IT Futures Framework Agreement

Schedule 2.3 (Call Off Order Form)

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Call Off Order Form

Date	Version
23 May 2019	ΙΠ

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Schedule 2.3 (Call Off Order Form)

Call Off Order Form

This Call Off Order Form is used to order services under Lot 1 of the GP IT Futures Framework 1.

It must be completed on the following basis:

- When executing a Direct Award procedure or an On-Catalogue Further Competition Procedure, it must be completed before entering into a Call Off Agreement;
- When executing an Off-Catalogue Further Competition, it must be completed as part of the Further Competition Invitation, noting that only a subset of the Call Off Ordering Party sections can be completed as part of the Further Competition Invitation and with the Supplier sections and Call Off Ordering Party sections that include Supplier specific details being completed with the winning bidder details from their tender.

Call Off Ordering Parties should refer to the Catalogue Buyers Guide (which shall be made available via the Catalogue) before executing any procurement procedure as this sets out your options and how to execute them in detail.

Call Off Order Form completion

The Call Off Order Form consists of the following sections, please complete as follows:

Section A - General information

The Call Off Ordering Party must complete the blue boxes in this section before issue to Suppliers.

The Supplier must complete the grey sections.

Section B - Details of the requirement

The Call Off Ordering Party must complete this section before issue to Suppliers.

Section C - Milestones, Milestone Achievement Criteria and Implementation Plan requirements

The Call Off Ordering Party to complete before issue to Suppliers.

Section D - Supplier response

The Supplier must complete this section.

Section E - Call Off Agreement award

The Supplier must complete the grey boxes in this section.

The Supplier must complete details in the signature box and sign.

The Call Off Ordering Party must complete and sign this section to award a Call Off Agreement to the successful Supplier.

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Section A General information

This Call Off Order Form is issued in accordance with the provisions of the GPIT Futures Framework Agreement.

The Supplier shall supply the Services specified in this Call Off Order Form to the Call Off Ordering Party and the Service Recipients on and subject to the terms of this Call Off Order Form and the Call Off Terms (together referred to as the "Call Off Agreement") for the duration of the Call Off Term.

The Call Off Terms that will apply to the Call Off Agreement are as specified in the Template Call Off Terms Framework Schedule 2.2 (*Call Off Terms*). The only amendments that can be made, by the Call Off Ordering Party, to the Call Off Terms are those identified in this Call Off Order Form.

Call Off Ordering Party details

Call Off Ordering Party organisation name

NHS Commissioning Board (known as NHS England)

Call Off Ordering Party billing address

Your organisation's billing address, please ensure you include a postcode

C/O NHS Digital, 1 Trevellyan Square, Leeds, LS1 2AE

Call Off Ordering Party Representative

NHS Digital (acting on behalf of the Call Off Ordering Party)

Call Off Ordering Party Representative details

Please provide full address details, email address and telephone number

NHS Digital,

1 Trevellyan Sq, Leeds, LS1 2AE

Email:

Call Off Ordering Party reference

A unique number for this Call Off Agreement as provided by the Supplier

Supplier details

Supplier name

The Supplier organisation name, exactly as it appears on the Framework Agreement.

ACCURX LIMITED

Supplier address

The Supplier's registered address

27 Downham Road, London, N1 5AA

Supplier Representative

The name of the Supplier point of contact for this requirement

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Supplier reference number

A unique number for this Call Off Agreement as provided by the Supplier.

Section B

Section B.1 Call Off Agreement details

Call Off Commencement Date

This date can be found in section E of this Call Off Order Form.

Expected Call Off Commencement Date

N/A

Call Off Agreement Initial Period

1 months

Call Off Agreement maximum period

12 Months

Section B.2 Service Recipients and Requirements

The Service Recipient details (i.e. PCN details) that order the services under this Call Off Agreement will be maintained separately by the Supplier on the "Vaccinations Service Instance Register" a template for which is provided separately.

All Service Recipients have the same requirements which are as specified in the following Capabilities which are located here and include the MAY Epics applicable to the solutions set out in section B.3 below as set out in the Catalogue Solution Listing:

Appointments Management.

The Service Instance Initial Period applicable to all Service Recipients shall be 1 month.

Invoicing for the Catalogue Solutions set out in section B.3 shall be monthly in arrears rather than the terms set out in Call Off Schedule 4.1 (Charges and Invoicing).

The Supplier must provide an up to date version of the Vaccinations Service Instance Register template, including the transaction volumes information, as supporting information to each monthly invoice.

Section B.3 Details of the Service Instances required

All Service Instances shall include only the Catalogue Solution / Additional Service set out below. The Supplier shall invoice NHS Digital for the Periodic Service Charges applicable to the Catalogue Solution and any Additional Services and shall invoice the Service Recipients directly for any Associated Services via a process that the Supplier shall agree with each Service Recipient.

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Catalogue Solution Id, name, and unit of order	Additional Service Id, name and units ordered	Associated Service Id, name and units ordered
Id: 10030-001name: accuRx Unit of order: No charge	Id: 10030-001-VAM name: Vaccine Appointments Management Units ordered: per appointment confirmed (less 3% as the assumed DNA percentage)	Id:10030-001-SMSDD name: SMS fragments via direct debit Units ordered: per SMS fragment sent Id:10030-001-SMS-OLD name: SMS fragments without direct debit Units ordered: per SMS fragment sent

Section B.4 Optional requirements

Please complete the right hand column of the table below, indicating which of the optional requirements you require.

Additional Clause "Security measures" required? See Call Off schedule 5.7 (Additional Clauses), paragraph 2.2.1		No
Crown Body? Please indicate if you are See Call Off schedule 5.	e a Non-Crown Body. 7 (<i>Additional Clauses</i>), clause 2.1.1	Yes
FOIA Public Body? Please indicate if you are a Non-FOIA Public Body. See Call Off schedule 5.7 (Additional Clauses), clause 2.1.2		
Processing of Personal Data outside the UK is permitted (i.e. in Restricted Countries)? The default is expected to be "No". See Deed of Undertaking for Data Processing.		
If "Yes" is stated, for each Service Instance listed in section B.3 above please set out the additional jurisdictions the Processing of Personal Data is permitted in below.		
Service Instance Id	Additional jurisdictions the Processing of Personal Data is perr	nitted in.

Section B.5 Specific Associated Services requirements

None.

Section C

Section C.1 Milestones and Milestone Achievement Criteria

The Milestones and Milestone Achievement Criteria set out below are applicable to all Implementation Plans.

With regard to orders from Service Recipients to provide them with the Catalogue Solution under this Call Off Agreement, the following applies:

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- Service Recipients will need to attain approval from NHS England before placing the order for the services.
- For each Service Recipient, the Supplier shall submit evidence that live vaccination bookings are taking place to demonstrate Achievement of Milestone M1 Achievement and for Milestone M2 shall submit an email which includes an email from the Service Recipient confirming Achievement. Evidence for both Milestones must be sent to gpitfutures@nhs.net with a title of "Vaccination solution Milestones". On receipt, NHS England and/or NHS Digital will either confirm acceptance or rejection of the evidence to the Supplier using the email address via which the evidence was provided.

These processes are as further described within the Invitation to Supply notice which generated this Call Off Order.

Milestones:

The Milestones set out below shall apply to all Service Instances.

Milestone ID and title	Milestone Payments scope
M1 (Go Live Milestone)	None
M2 (Service Stable Milestone)	Periodic Service Charges commence on the Achievement of Milestone M1, but are not payable until Milestone M2 is Achieved.

Milestone Achievement Criteria:

Milestone M1: Go Live		
Unique Ref	Acceptance Criteria	
M1-1	Not used	
M1-2	The Supplier evidences to the Service Recipient's satisfaction that the Catalogue Solution has been configured, as necessary, to meet the Service Recipient's operational requirements.	
M1-3	The Supplier evidences to the Service Recipient's satisfaction that the Supplier's obligations under the Training Standard have been met.	
M1-4	Where the Supplier is responsible for training, the Supplier evidences to the Service Recipient's satisfaction that its End Users are trained to the extent that they can utilise the Catalogue Solution to fulfil their relevant business functions.	
M1-5	The Supplier evidences to the Service Recipient's satisfaction that the national and other interfaces applicable to the Catalogue Solution can be connected to and accessed.	
M1-6	Not used	
M1-7	Not used	
M1-8	The Supplier evidences to the Service Recipient's satisfaction that the Supplier has appropriate service support arrangements in place.	
M1-9	Not used	
M1-10	Not used	
Approval by the Service Recipient that all Milestone M1 activities (including M1-1 to M1-10 above) have been successfully completed is provided by successfully creating 10 confirmed appointments via the solution. This can be subsequently evidenced by the Supplier via the Service Instance Register.		
Milestone	Milestone M2: Service Stability	
Unique Ref	Acceptance Criteria	

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M2-1	The Service Recipient confirms that the Catalogue Solution is functioning in accordance with the Supplier's specification and that its End Users can utilise the Catalogue Solution effectively.	
M2-2	Not used	
M2-3	The Supplier evidences to the Service Recipient satisfaction that the Supplier is meeting its service management obligations as set out in the Service Management Standard, to the extent that the same can be reasonably demonstrated within 10 Working Days of Achievement of Milestone M1.	
M2-4	The Supplier evidences to the Service Recipient's satisfaction that the Catalogue Solution is meeting the applicable Service Levels.	
M2-5	Not used	
M2-6	Approval by the Service Recipient that all Milestone M1 and M2 activities (including M2-1 to M2-5 above) have been successfully completed is evidenced as follows: a) the Supplier receives written confirmation from the Service Recipient that Milestone M2 is Achieved. This criteria to apply where the Service Recipient has raised material issues with the service prior to criteria b) being met; or b) where, within 10 Working Days of the issue of a request from the Supplier to the Service Recipient seeking confirmation that Milestone M2 is Achieved, the Service Recipient has not responded to such request and 100 confirmed appointments have been created via the solution.	

Section C.2 Implementation Plan requirements

Overview Implementation Plan

Where a number of Service Instances will be undergoing implementation planning and/or actual implementation the Call Off Ordering Party may require an Overview Implementation Plan which shall set out, as a minimum, the following for each of the Service Instances which have yet to Achieve Milestone M2:

- the Milestone Dates for Milestones M1 and M2:
- the start and end dates for any activity associated with the migration of data from the solutions which
 the Catalogue Solution is replacing to the Catalogue Solution;
- the start and end dates for the training activity.

Where an Overview Implementation Plan is required, enter the Service Instance Ids you wish it to encompass below, otherwise enter "N/A".

Service Instance Id(s)

N/A

Implementation Plans

For each Service Instance only an Outline Implementation Plan is required (i.e. no Detailed Implementation Plans are required). Each Outline Implementation Plan shall include the following as a minimum:

- each Milestone;
- · each Milestone Achievement Criterion;
- the key activities required from the Supplier and the PCN and/or Service Recipient.

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Section D

The Supplier must complete the information requested in this section D.

Section D.1 Supplier service provision response

Commercially Sensitive Information

Commercially Sensitive Information relating to the Supplier, its IPR or its business, or which the Supplier is indicating to the Call Off Ordering Party that, if disclosed by the Call Off Ordering Party, would cause the Supplier significant commercial disadvantage or material financial loss.

No.	Date	Item(s)	Duration of Confidentiality
1.	05/07/2019	Financial Standing Data Entries (Turnover; Operating Profit; Depreciation amortisation; EBITDA; Net Pension Deficit; Net Interest paid; Current assets; Inventories; Current Liabilities; Net assets; Group Exposure; Gross Assets; Net Debt)	99 years
2.	20/03/2019	Evidence for Solution Capabilities Assessment	99 years
3.	05/07/2019	Questions submitted via Clarification template classified as Commercially Sensitive	99 years
4.	05/07/2019	All correspondence with NHSD	99 years

Overview Implementation Plan

Where an Overview Implementation Plan is required in accordance with section C.2, please provide the same as a separate file and provide the filename below.

Outline Implementation Plans

Please provide an Outline Implementation Plan for each of the Implementation Plans listed in section C.2.

These should be provided in separate files using the Implementation Plan Id and title as the filename. Please list the separate files provided below.

Filename	Brief description	
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To be agreed separately for each Service Instance with the Service Recipient / PCN.	
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Exclusive Assets Please list any Exclusive Assets applicable to each Service Instance.		
Service Instance Id		
None	None	

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Total contract value: This depends upon the level of take-up from PCNs.

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Section D.5 Description of Personal Data

The description of the Personal Data Processing applicable to the Call Off Agreement shall be as set out in the table at D.5.1 below for each of the Catalogue Solutions and Additional Services encompassed by this Call Off Agreement (as set out in section B of this Call Off Order Form).

D.5.1 Default Personal Data Processing information

The Supplier must complete the right-hand column of the table below.

Description	Details
Subject matter of the Processing	To provide the Services. The accuRx software requires certain Personal Data & Special Categories of Personal Data to be made available by the Data Controller.
Duration of the Processing	The duration of the processing will be the duration of this agreement.
Nature and purposes of Processing	The purposes of processing are health and social care purposes only. For the purpose of processing above, the nature of the processing may include, but is not limited to: Communication between patients, healthcare and/or social care professionals, via SMS, email, or other electronic communication, which may include images or documents. Sending links to surveys for patients to complete regarding their care. Video and audio communication for the purposes of video consultation, as outlined in Appendix 1. Healthcare and/or social care professionals using accuRx may disclose patient data to the Data Processor's Technical Team may have access to patient data when they are fixing a technical issue for example via remote support, which may include screen sharing. Compilation of anonymised statistics about the use of Data Processor's platform, such as the use of its functions by its users in communication with patients. These statistics may be used for the Data Processor's own analytics and improvement purposes. The Data Processor may also share these anonymised statistics publicly or with third parties. These third parties include: national bodies, including NHS Digital and NHS England; local NHS bodies, including CCGs and Primary Care Networks; partners of the Data Processor, including commercial organisations, charities and academic institutions.
	to patients directly. For example in the event that the Data Controller has cancelled its agreement for accuRx but patients remain using live Services, the Data Processor may text the patients to ask them to contact the Healthcare and/or Social Care Organisation for advice regarding next steps, prior to deleting or returning all the data according to Data Controller's instructions. • Where applicable (in the case of a commercial agreement), the Data Processor may process personal data about the use of the platform and
	its features by the Data Controller's employees to determine billing amounts in line with such agreements.

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	Where applicable (in the case of an agreement to provide services), and upon use of the relevant software service, the Data Processor will process the Data Controller's patient and user data to provide an appointment management, invitation and booking service to Healthcare Providers part of delivering the Covid-19 vaccination, as described in Appendix 1.
Type of Personal Data	Personal Data (relating to patients of the Data Controller): Patient demographic details (name; date of birth; gender) NHS number Mobile phone number Email address Personal Data (relating to healthcare and/or social care professionals): Name Email address Mobile phone number Affiliated organisations Job role Sensitive Personal Data: Content of the communications with – or regarding - patients sent via accuRx (which may include patient images or documents and contain data concerning health). Other types of data (which may include contents of the patient's GP medical record and data concerning health that may from time to time be required to provide the Services).
Categories of Data Subjects	Patients, Patients' representatives/guardians, Practice Users, persons working within the wider NHS and social care system, and as further summarised in the "Outcomes", "Epics and Acceptance Criteria" sections of the Capabilities encompassed by the Catalogue Solution or Additional Service.
Supplier's Data Protection Officer	



D.5.2 Variation to default Personal Data Processing information

No variations apply to that set out in section D.5.2.

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Section E Call Off Agreement Award

Call Off Ordering Party organisation: see section A
Call Off Ordering Party project reference: see section A
Supplier name: see section A
Unique Call Off Agreement identifier: see section A

This Call Off Agreement is awarded in accordance with the provisions of the Framework Agreement.

The Supplier shall supply the Services specified in this Call Off Order Form to the Call Off Ordering Party and Service Recipients on and subject to the terms of this Call Off Order Form and the Call Off Terms (together referred to as the "Call Off Agreement") for the duration of the Call Off Term.

The Call Off Ordering Party confirms that no amendments other than those identified in sections B of this form have been made to the Template Call Off Terms.

Call Off Commencement Date

The Call Off Agreement Commencement Date will be the date of dispatch of this signed Call Off Order Form, by the Call Off Ordering Party, to the successful Supplier, in accordance with Framework Schedule 2.1 (Call Off Procedure).

SIGNATURES

For and behalf of the Supplier

Name	
Job role/title	Head of Operations
Signature	
Date	

For and on behalf of the Call Off Ordering Party (at Call Off Agreement award)

Name	
Job role/title	Director of Financial Control
Signature	
Date of dispatch	

For Supplier use

Unique Call Off Agreement identifier

A unique number provided by the Supplier at the time of Call Off Agreement award.

