

Provision of Services Arrangements WORK PACKAGE DFOCVC Framework Delivery	
Work Package Reference Number:	BC-14734
POSA reference number:	
Parties:	Health and Social Care Information Centre ("NHS Digital") NHS England ("Service Recipient")
Programme:	Digital First Primary Care
NHS Digital Portfolio Number:	P0632/09
NHS Digital Business Case reference:	Not applicable
Service Recipient Team & Directorate:	Digital First Primary Care, Primary Care, Community Services & Strategy directorate
Service Recipient Cost Centre Number:	128455
Atamis Business Case Number:	BC-14734
Work Package Commencement Date:	01 April 2022
Work Package Expiry Date	31 March 2023
Version No:	V3.0
Has this work started?	<div> <div>(Please check box if yes)</div> <div>Y</div> </div> <p>If work has started without an agreed Work Package it carries with it risk that funding is not yet confirmed.</p>
1. Background	
<p>This Work Package is entered into pursuant to and incorporates the provisions set out in the POSA between NHS Digital and Service Recipient dated 1st April 2019.</p> <p>This Work Package is entered into by and for the benefit of Service Recipient. NHS Digital shall be performing the Services.</p> <p>The Digital First Primary Care programme was launched in 2019 to deliver the move to a new service model in which patients have the option to use digital tools to both access and receive care, and that</p>	

these tools support joined-up care at the right time in the optimal care setting for that patient's needs (chapter one of NHS Long Term Plan).

The NHS Long Term Plan contains a commitment to '*create a new framework for digital suppliers to offer their platforms to primary care networks on standard NHS terms*'.

Through this new framework – Digital First Online Consultations and Video Consultations framework (DFOCVC) which was launched in April 2021 - general practice and primary care have access to Online Consultation and Video Consultation solutions, through Digital First programme funding, that will enable online 'digital' GP consultations. The framework is also to be available to customers representing other care settings or whole systems.

2. The Objective

The objective of this Work Package is to set out the scope of services to be provided by NHS Digital including the service levels and particulars of payment for the stated services.

The primary objective of delivering the Services is to:

1. Support the effective ongoing operation of the DFOCVC framework and the overall market for OC and VC products, for the benefits of NHS buyers and service users.
2. Provide an onboarding and assurance function to ensure that DFOCVC catalogue solutions achieve full compliant status and are able to develop their solutions to meet specific uplifted DFOCVC specific capabilities and standards.

3. NHS Digital Senior Management Team

The NHS Digital Senior Management Team relevant for this Work Package is as set out below:

NHS Digital Responsible Director: [REDACTED], Programme Director – Digital Transformation in General Practice [REDACTED]

Service Lead: [REDACTED], Delivery Lead – DFOCVC Framework Implementation [REDACTED],

Section Head: [REDACTED], – Programme Head – GP IT Futures Programme [REDACTED],

Commercial Lead: [REDACTED], – Commercial Lead – GP IT Futures Programme [REDACTED],

Based at NHS Digital, 7 and 8 Wellington Place, Leeds, West Yorkshire LS1 4AP

Notices shall be sent as set out in the POSA.

4. The Service Recipient Senior Management Team

[REDACTED], - Deputy Director - Digital First Primary Care Team, Primary Care Group
([REDACTED], [REDACTED] – Director – Primary Care Group

[REDACTED], – Senior Programme Manager, Digital First Primary Care Team, Primary Care Group ([REDACTED],

Based at: Wellington House, Waterloo Road, London, SE1 8UG

Notices shall be sent as set out in the POSA.

5. IPR / Licenses
<p>Unless stipulated otherwise below, neither party shall be required to provide any software licences as part of the provision of the Services.</p> <p>Each party shall licence Background Intellectual Property Rights as per the POSA including any specified below:</p> <p>N/A</p> <p>The parties may use each other's logos for the purpose of delivering and promoting the Services specified in this Work Package provided such use is in line with the owner's guidelines and agreed prior to use.</p>
6. Term
<p>These Services shall commence on the Work Package Commencement Date and shall expire on Work Package Expiry Date specified above, unless terminated earlier by either party in accordance with the terms of the POSA.</p> <p>The Term may be extended by the written agreement of the parties.</p> <p>Either party may terminate this Work Package by giving the other not less than 30 days' prior written notice, (provided that in the case of the Service Recipient any associated direction¹ is also modified and reduced or terminated).</p> <p>In the event that this Work Package is terminated early for any reason then NHS Digital shall give Service Recipient a full breakdown of its work in progress and termination costs incurred which shall be paid by the Service Recipient as per the POSA.</p> <p>The validity of this Work Package is based on a certain direction request being valid and in force. Where NHS Digital is required to deliver the Services pursuant to such direction or request, Service Recipient shall only be entitled to cancel the Services if it also cancels the application of the relevant direction or request (or arranges for this), with a co-terminus effective date of termination.</p> <p>Where relevant, the Service Recipient shall arrange for the amendments to be made to the website publication of the relevant direction or request.</p>
7. Liability Cap
As per POSA
8. Services Description

¹ A direction is a legal instruction to provide services pursuant to the Health and Social Care Act 2012, or the Medicines and Medical Devices Act 2021

This section constitutes the complete description of the services to be provided ("**Services**"), and all other previous statements or written materials are superseded and excluded.

Unless specifically included in this Work Package the Services do not include any decommissioning or exit activities. The Service Recipient is responsible for all undertaking or procuring all such activities, which, if procured from NHS Digital, shall be chargeable at NHS Digital standard rates.

NHS Digital shall be entitled to use any of its staff in the provision of the Services including its employees, contractors and subcontractors.

Services:

The Service Recipient's NHSE DFOCVC team will require the Service Provider's GP IT Futures programme to complete the following activities during FY22/23.

1. Provide dedicated support for the ongoing elaboration and development of DFOCVC-specific Capabilities and Standards based on business requirements which the DFOCVC team will provide.
2. Operation of an ongoing Catalogue Solution onboarding and assurance function in relation to:
 - i. DFOCVC Catalogue Solutions that have not yet achieved compliant status, or which are still subject to Work Off Plans as a result of FY2021's accelerated onboarding phase;
 - ii. DFOCVC Catalogue Solutions that have been developed by their suppliers in response to developing DFOCVC requirements, as reflected in uplifts to DFOCVC-specific Capabilities & Standards (as part of the Digital Care Services framework's overall Capabilities & Standards Model (C&SM));
 - iii. DFOCVC Catalogue Solutions that have been developed by their suppliers proactively (i.e. to improve the capability and competitiveness of their solutions without direction from the DFOCVC team.
3. Ongoing commercial operations and contract management support activities. These may include:
 - i. Responding to identified issues of supplier non-compliance, taking steps to apply appropriate commercial controls to drive supplier responses to restore their contractual compliance;
 - ii. Providing guidance to the Digital First Primary Care programme on recommendations to change the DFOCVC framework's commercial model where existing provisions are determined not to meet the programme's requirements;
 - iii. Providing guidance to the Digital First Primary Care programme and its framework customers, where end user / buying organisations expectations are not being met by suppliers or by the GP IT Futures programme in its delivery and operation of the framework.
4. Supplier Management – the ongoing, operational management of DFOCVC suppliers as they deliver services through the DFOCVC framework
5. An overall account management capability, to act as an interface between the Service Recipient's NHSE DFOCVC team and all other GP IT Futures functions as listed above.

<p>6. Continually develop the Buying Catalogue, as a GP IT Futures programme communal asset, which the DFOCVC framework will benefit from.</p>	
<p>Out of scope:</p> <ol style="list-style-type: none"> The following item is outside the scope of this POSA as they are already contained within the scope of work agreed between the Service Recipient and the Commercial and Procurement Hub within SCW CSU: <ol style="list-style-type: none"> Provide contractual, procurement and commercial advice and guidance to CCGs, STPs and NHSE in regard to the DCS catalogue. Managing or coordinating other teams within NHS Digital where their input or action is required to enable DFOCVC suppliers to develop or enhance their systems. A DFOCVC framework refresh, either through the implementation of a new framework or through the incorporation of OC and / or VC Capabilities into another Digital Care Services catalogue framework. 	
<p>9. Key Milestones</p>	
<p>There are no milestone defined for this POSA. The operation and management of the DFOCVC framework is now in a 'run and maintain' phase therefore the Services described above will be fulfilled by the Service Provider's GP IT Futures programme on an ongoing basis for the remaining term of the overarching POSA.</p>	
<p>10. Regulatory Requirements: CQC</p>	
Neither the wider project nor Services constitute Regulated Activities,	✓
Part of the provision of project constitutes Regulated Activities, which shall be provided by the Service Recipient:	
<p>NHS Digital is not CQC regulated. Should any regulated activity be later identified in a Work Package, the parties shall review and unless there is an alternative lawful solution that element shall be deemed to be out of scope, and Service Recipient shall be responsible for the delivery of that regulated activity.</p>	
<p>11. Regulatory Requirements: MHRA</p>	
² No Medical Devices have been identified as being produced as part of the provision of Services under this Work Package.	✓
NHS Digital is providing the Services on behalf of Service Recipient, and Service Recipient is the manufacturer of any medical device ³ .	

² European Parliament and the Council of the European Union (2007) Council Directive 2007/47/EC of 5 September 2007 amending Council Directive 93/42/EEC concerning medical devices.

Note definition currently includes - "any ..., appliance, software, material or other article, whether used alone or in combination, together with any accessories, including the software intended by its manufacturer to be used.. to be used specifically for diagnostic and/or therapeutic purposes and necessary for its proper application.. for the purpose of... diagnosis, prevention.. monitoring, treatment, alleviation.. investigation.."

³ as defined in the European Council Directive 90/385/EEC on the approximation of the laws of the Member States relating to active implantable medical devices

<p>NHS Digital is providing the Services, which include the development of a medical device, and NHS Digital (or its sub-contractors) shall be the manufacturer of any medical device</p>	
<p>Service Recipient is responsible for the costs of any processes and procedures as required in law and by the Medical Health Regulatory Authority associated with the provision of the medical device, and any costs associated with UKCA or CE marking.</p>	
<p>12. Service Recipient Responsibilities</p>	
<p>The Service Recipient remains responsible for the provision of:</p> <ul style="list-style-type: none"> i. providing policy steer and input as the recipient for the work set out in this Work Package, including signing off completion of milestones, providing direction on management of issues and risks arising to delivery, an ensuring that delivery of this programme of work remains in line with NHSE policy and strategic objectives; ii. providing input and clearance as necessary to enable the DFOVC framework to function as intended; iii. providing the subject matter expertise required to enable the parties' objectives (except where the outcomes are NHS Digital's and therefore responsibility for SMEs shall be NHS Digital's); iv. working with suppliers, its stakeholders and end users in such a way as to uphold and promote the principle and commercial rules of the Digital Care Service catalogue and the DFOVC framework; and v. commissioning and paying for the activities of the Commercial and Procurement Hub which are outside the scope of this Work Package. 	

13. Data

	A	B	C	D	E	F	G	H	I*
Data set title	Contains personal data?	Contains confidential information?	Contains patient identifiable or Special Category Data?	Is NHSD Controller?	Is NHSD Processor?	Is Service Recipient Controller ?	Is Service Recipient a Processor?	Do the Controllers jointly determine means and purpose?	Is Processing covered by DARS?
N/A									

Controller and Processor: In the event that column E **or** G are selected (i.e. one party is acting as a Processor for and on behalf of the other in relation to any data set) – Section A and paragraphs 1, 2 and 6 of Schedule 4 (Data Protection) shall apply to any access to, sharing, disclosure or processing of such data set pursuant to this Work Package.

Joint Controllers: In the event that columns D **and** F **and** H are selected (i.e. both parties are acting as Controllers and jointly determine the means and purpose of processing) Sections A and B below and, paragraphs 1, 3 and 6 of Schedule 4 (Data Protection), shall apply to any access to, sharing, disclosure or processing of such data set pursuant to this Work Package.

Independent Controllers: In the event that columns D and F but not H are selected (i.e. both parties are acting as Controllers in relation to any data set and the purpose is direct care) Section A and paragraphs 1, 4 and 6 of Schedule 4 (Data Protection), shall apply to any access to, sharing, disclosure or processing of such data set pursuant to this Work Package.

***DARs:** Column H is only applicable where both parties are acting as independent Controllers, and the purpose is secondary use (as defined by the National Data Guardian). Section C and paragraphs 1 and 5 of Schedule 4 (Data Protection) shall apply.

SECTION A – DETAILS OF PROCESSING - Not applicable

As of the Work Package Commencement Date, it is accepted there is no Processing of Personal Data involved under this Work Package.

Description	Details
Subject matter of the Processing	N/A
Identity of the Controller(s) and Processor(s)	N/A
Duration of the Processing	N/A
Nature and purposes of Processing (and details of the legal basis where relevant)	N/A
Type of Personal Data being Processed	N/A
Categories of Data Subjects	N/A
Plan for return of the data once the Processing is complete unless requirement under union or member state law to preserve that type of data	N/A
Data Protection Officer of NHS Digital:	NHS Digital's DPO is: [REDACTED], Email: [REDACTED],
Data Protection Officer for Service Recipient:	N/A
Data Protection Impact Assessment reference:	N/A

Controller's security requirements:	N/A	
Approved Sub-Processors:	Service Recipient here gives permission for NHS Digital to use its existing processors to support the delivery of these Services, and those that are generally being used across the NHS Digital estate.	
SECTION B – JOINT CONTROLLERS - Not applicable		
N/A		
Details of Controllers respective responsibilities <i>(Update this table to reflect the party responsible. Default is NHSD)</i>		
Responsibility	NHSD	Service Recipient
Determine the means of Processing	N/A	
Determine the purpose of Processing	N/A	
Response to the Data Subject in exercising their rights under GDPR, acting as a single point of contact for Data Subjects	N/A	
Providing information to the Data Subject Articles 13 and 14 GDPR	N/A	
Publishing the Controller's respective responsibilities to ensure transparency	N/A	
Risk assessment of Processing and implementing and maintaining appropriate technical and organisational measures to ensure a level of security appropriate to that risk	N/A	

Service Recipient information governance lead:	<i>N/A</i>
SECTION C - INDEPENDENT CONTROLLER AND SECONDARY PURPOSES - Not applicable	
The parties have entered into a DARS agreement in respect of this data sharing:	<i>N/A</i>
Reference of the associated DARS Data Sharing Framework Contract:	<i>N/A</i>
Reference of the associated DARS Data Sharing Agreement:	<i>N/A</i>

14. Legal Basis

NHS Digital is providing the Services pursuant to Section 270 of the Health and Social Care Act 2012.

15. Relationship Governance

The Work Package managers nominated by the signatories to manage this Work Package are David Elsdon (NHS Digital) and Andrew Jazaerli (Service Recipient). The Work Package managers shall liaise as necessary to ensure smooth and efficient operation of this Work Package. Either party may change its Work Package manager by notifying the other party in writing.

The main formal liaison with the Service Recipient will be through correspondence and programme meetings, but one to one meetings may be set up by the Work Package managers as and when required.

NHS Digital will report progress with the work to the Service Recipient at key stages or quarterly with invoices.

PROCEDURES FOR HANDLING VARIATIONS

Minor amendments to the specification only of this Work Package may be agreed in writing by both parties, represented by the Work Package managers. Any material amendments to the specification or other amendments to this Work Package (including to Charges and data) must be agreed by CCN in accordance with the POSA.

Agreed amendments to the specification of this Work Package must be distributed to anyone involved in the delivery of the Services that is, possibly, affected by said changes and an electronic copy kept for records.

RESOLUTION OF DISPUTES AND ARBITRATION

All disputes, differences or questions which cannot be resolved between Service Recipient and NHS Digital with respect to any matter arising out of, or relating to, the Work Package shall initially be addressed by the Work Package managers. In the event of failure to agree such matters they shall be referred to the dispute resolution procedure in the POSA.

16. Charges

The total value of this Work Package is £ [REDACTED] inc. VAT. The cost model for this Work Packages is as follows:

The funding for the Services detailed under this Work Package will be provided by the Service Recipient, via this Work Package.

A copy of the cost model, including the current NHS Digital rate card, is embedded here:

The Services listed under Section 8 of this Work Package will be provided to the Service Recipient on a time and materials basis and/or calculated using the NHS Digital rate card. This POSA is for FY22/23's DFOVC framework delivery period. It is the expectations of the parties that a new POSA shall be agreed to enable FY23/24's delivery activities.

NHS Digital will invoice the Service Recipient at a date to be agreed.

Charges for these services will include NHS Digital's costs in delivering this service, and (if applicable), will include the monies paid to any organisation contracted to carry out the Services (third party).

NHS Digital Charges and rates specified above are subject to an increase in April in each year. NHS Digital shall notify Service Recipient of the revised standard rates. Any change to personnel grades required and / or days, will require a review and update to this charging model. A copy of the full rate card for NHS Digital is available on request.

Unless specifically included in this Work Package the Charges do not include any decommissioning or exit costs. The Service Recipient is responsible for all decommissioning costs, which, if carried out by NHS Digital, shall be chargeable at NHS Digital standard rates.

NHSD Rate card: See embedded file above. Included as part of the cost model file to support this Work Package.

Value for Money:

Are NHS Digital the only possible provider for this work? Yes.

NHS Digital manages and operates the DCS framework. It is responsible for the management and maintenance of the Standards & Capabilities model against which DFPC supplier solutions must be compliant with, and NHS Digital is also responsible for the execution of all assurance activities through which supplier solutions are assessed and determine to be compliant. There is no other provider that could complete this work.

17. Payments & Payment Milestones

N/A

18. Additional Documentation

N/A

19. TUPE

It is recognised that on the commencement and termination of the Services, the Transfer of Undertakings (Protection of Employment) Regulations may apply. The following details the expectations of the parties.

Tick as appropriate.

The parties agree that the commencement of the provision of the Services under this Work Package shall give rise to a relevant transfer of the employment of employees of Service Recipient to NHS Digital.

The provisions of Schedule 2 Part A shall apply.

	<p>The parties agree that the commencement of the provision of the Services under this Work Package shall give rise to a relevant transfer of the employment of employees of a third party previous service provider to NHS Digital or a Notified Sub-contractor.</p> <p>The provisions of Schedule 2 Part B shall apply.</p> <p>The Notified Sub-contractors are: None</p>
✓	<p>The parties agree that at the commencement of the provision of Services under this Work Package by NHS Digital, TUPE and the Cabinet Office Statement shall not apply so as to transfer the employment of any employees of Service Recipient or a third party to NHS Digital or a Notified Sub-contractor.</p> <p>The provisions of Schedule 2 Part C shall apply.</p>
On termination or expiry of the Work Package:	
	<p>This Work Package is for the provision of services from a designated team, and NHS Digital staff may transfer to Service Recipient or its new service provider on expiry or termination of the Services.</p> <p>The provisions of Schedule 2 Part D shall apply.</p>
✓	<p>This Work Package is not for the provision of services from a designated team, and it is anticipated that NHS Digital staff shall not transfer to Service Recipient or its new service provider on expiry or termination of the Services.</p>
20. Public Sector Equality Duty	
<p>Consideration of the Public Sector Equality Duty:</p> <p>This Work Package complies with the requirements of Public-Sector Equality Duty.</p>	
21. Special Terms	
N/A	

This Work Package incorporates the terms of the POSA specified above.

Signed and agreed on behalf of **NHS Digital**

NHS Digital Signature:



Full Name: [REDACTED]
Job Title/Role: Chief Financial Officer
Date Signed: 23/12/2022

This Work Package incorporates the terms of the POSA specified above.

Signed and agreed on behalf of **NHS England**

NHS England Signature:



Full Name: [Redacted]
Job Title/Role: Deputy Chief Finance Officer
Date Signed: 30/12/22