

OFFICIAL - SENSITIVE - COMMERCIAL

GP IT Futures Framework Agreement

Schedule 2.3 (Call Off Order Form)

GP IT Futures Framework Agreement

Schedule 2.3

Call Off Order Form

Date	Version	Comments	Status
23 May 2019	V1.0	ITT Version	Retired
26 August 2020	V1.1	Proposed changes	Retired
23 September 2020	V1.2	Proposed changes	Effective

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 will be made available via the Catalogue) before executing any procurement procedure as this sets out your options and how to execute them in detail.

The Call Off Order Form consists of the following sections:

Section A – General information

Section B – Details of the requirement

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

Section D – Supplier response

Section E - Call Off Agreement award

Sections in blue should be completed by the Call Off Ordering Party and sections in light grey should be completed by the Supplier.

Section A

General information

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

The Supplier will 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 Call Off Ordering Party and Supplier details are as set out in the appended order summary sheet (the "**Order Summary**"). An example of an Order Summary is attached at Annex 1.

Call Off Ordering Party details	
Call Off Ordering Party The Call Off Ordering Party details are as set out in the appended order summary sheet (the " Order Summary ").	
Call Off Ordering Party Representative and relevant details (including for the delivery of notices) Please provide the following details:	
Name of representative:	
Address:	7-8 Wellington Place, Leeds, LS1 4EG
Email address:	
Telephone number:	

Supplier details	
Supplier The Supplier details are as set out in the Order Summary.	
Supplier Representative and relevant details (including for the delivery of notices) Please provide the following details:	
Name of representative:	
Address:	7 Curtain Rd, London, EC2A 3LT
Email address:	
Telephone number:	

Section B

Section B.1 Call Off Agreement details

Call Off Commencement Date 15th June 2022

Call Off Agreement maximum period
This will be 12 months

Please complete the following information:

Call Off Agreement Initial Period*:	1 month
<p>*Note: The Call Off Agreement will extend automatically up to the maximum of 12 months, unless the Call Off Ordering Party gives notice to terminate 30 Working Days prior to the end of the Call Off Agreement Initial Period. Following the Call Off Agreement Initial Period the Call Off Agreement can be terminated for convenience by the Call Off Ordering Party with no termination costs.</p>	

Section B.2 Service Recipients and Order Summary

Details of the Service Recipients and of the order will be as set out in the Order Summary.

Section B.3 Details of the Service Instances required

Details of the Service Instances will be as set out in the Order Summary.

Note: The Service Instance Commencement Date will be on Achievement of Milestone M1 (go live) and the Service Instance Period will commence on such Service Instance Commencement Date and continue for a minimum duration of 6 Months and will not exceed 12 Months (but in any event, will not extend beyond the Call Off Term). The Service Instance will extend automatically beyond the Service Instance Initial Period up to a cumulative maximum of 12 Months (inclusive of the Service Instance Initial Period), unless the Call Off Ordering Party gives notice to terminate 30 Working Days prior to the end of the Service Instance Initial Period. Following the Service Instance Initial Period the Service Instance can be terminated for convenience by the Call Off Ordering Party with no termination costs.

Section B.4 Optional requirements

Please answer the questions set out below:

Additional Clause Are "Security measures" required? See Call Off schedule 5.7 (<i>Additional Clauses</i>), paragraph 2.2.1	No (delete as appropriate)
Is the Call Off Ordering Party a Non-Crown Body? See Call Off schedule 5.7 (<i>Additional Clauses</i>), clause 2.1.1	No
Is the Call Off Ordering Party a Non-FOIA Public Body? See Call Off schedule 5.7 (<i>Additional Clauses</i>), clause 2.1.2	No
Is the processing of Personal Data outside the UK 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:	Yes

<i>Catalogue Solution and Service Instance ID</i>	<i>Additional jurisdictions where the Processing of Personal Data is permitted in.</i>
Catalogue Solution Id: 10030-001 name: accuRx Additional Service Id: 10030-001-VAM name: Vaccine Appointments Management Associated Service Id:10030-001-SMSDD name: SMS fragments	<p>European Economic Area (EEA):</p> <p>For the scope of the Service covered in this agreement, accuRx uses two sub-processors based in the EEA to provide User Support and to send SMS messages to patients.</p> <p><u>Support Software</u></p> <ul style="list-style-type: none"> • Teamviewer - provides a software service that allows Support specialists to connect and remotely view accuRx users' screens to provide technical support. <ul style="list-style-type: none"> ○ This is only used when the live or email conversation has not resolved the problem, and only with the permission of the accuRx user (they have to install TeamViewer themselves in order to proceed). ○ Before connection, the accuRx Support specialist will advise the user to hide any personally identifiable information that's not pertinent to the support query. No content of the viewing session is retained beyond the end of it. <p><u>Communication Platform</u></p> <ul style="list-style-type: none"> • Vonage - we use their services as a third party gateway for the delivery of SMS messages. They provide APIs that the accuRx server uses to send these messages.
Catalogue Solution Id: 10030-001 name: accuRx Additional Service Id: 10030-001-VAM name: Vaccine Appointments Management Associated Service Id:10030-001-SMSDD name: SMS fragments	<p>United States:</p> <p><u>Support Software</u></p> <p>accuRx uses three sub-processors based in the United States solely for the purpose of providing User Support via email and Live Chat. No patient data is processed via these platforms:</p> <ul style="list-style-type: none"> • Intercom - provides a live chat and email communications platform that we use to speak to users who are seeking help using our products. It is available in our product or on our public-facing website. Intercom queries our user database to ensure the user is logged in and which organisation they are affiliated with. • Active Campaign - an email campaign service provider that we use to send out mass emails to our users only to inform them of changes in the product. No patient data is processed using ActiveCampaign. • Sendgrid Inc. - an email campaign service provider that we use to send automated account emails to accuRx users only. No patient data is processed using Sendgrid.

Section B.5 Associated Services

Details of the Associated Services will be as set out in the Order Summary.

For each Associated Service, the acceptance criteria and trigger for the charges to become payable must be set out in the table below. For example, if advice and/or guidance is required on integration of the Catalogue Solution with a new finance system of the Call Off Ordering Party, then the acceptance criteria may be as bulleted below and the trigger for the charges to become payable may be on approval by the Call Off Ordering Party that all acceptance criteria have been satisfied.

- The Service Recipient confirms that it is now able to extract the relevant data from the Catalogue Solution.

- The Service Recipient confirms that it now understands how to transform the extract from the Catalogue Solution into the form required for import into the finance system.

Please complete the below:

Associated Service ID	Applicable to Service Instance ID(s) (Optional)	Number of units ordered	Payment Trigger and Conditions	Specific requirements (including the deliverables / outcomes required)	Do you require the Supplier to describe the solution to the requirements in Section D.2?
See Annex 1	See Annex 1	See Annex 1	See Section C or Annex 1	NA	No

Section C

Section C.1 Milestones and Milestone Achievement Criteria

Milestones:

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

Milestone ID and title	Milestone Payments scope
M1 (Go Live Milestone)	No payment.
M2 (Service Stable Milestone)	The Periodic Service Charge for the full 12 months is paid on Achievement of Milestone M2. For clarity, where M2 is not achieved at any GP practice during the term of the Call Off Agreement, then the Call Off Ordering Party shall have no liability to pay the Periodic Service Charges in relation to such GP practices.

Milestone Achievement Criteria:

Note: Call Off Ordering Parties may amend the table below for a particular Service Instance where appropriate and reasonable to do so. Where more than one set of Milestone Achievement Criteria are specified then the mapping of each set of Milestone Achievement Criteria to the Service Instances listed in the Order Summary must be clearly stated.

Milestone M1: Go Live	
Unique Ref	Acceptance Criteria
M1-1	A Service Recipient, at a GP practice level, booking 1 appointment using the relevant Service since the Call Off Agreement Commencement Date.
Milestone M2: Service Stability	
Unique Ref	Acceptance Criteria
M2-1	A Service Recipient, at a GP practice level, booking 200 appointments using the relevant Service since the Call Off Agreement Commencement Date.

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 will 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 Instances you wish it to encompass below, otherwise enter "N/A". Please complete the below as appropriate:

Service Instance
N/A

Implementation Plans

The table below must list the Implementation Plans required and any go live constraints that are applicable. Each Service Instance will have its own Outline Implementation Plan, which may then be developed (if indicated as required in the table below) into a Detailed Implementation Plan. The Service Instance unique IDs to be used in this section are those set out in the Order Summary.

The Outline Implementation Plan(s) should cover:

- each Milestone;
- each Milestone Achievement Criteria;
- each Deliverable that contributes to each Milestone Achievement Criteria; and
- each Call Off Ordering Party and/or Service Recipient responsibility

Please complete the below if required:

Implementation Plan ID and title	Applicable Milestone / Milestone Achievement Criteria	Service Instance unique ID	Go Live date constraints	Is a Detailed Implementation Plan required (Y/N)?
N/A	As set out in section C.1	N/A	N/A	N
N/A	As set out in section C.1	N/A	N/A	N
N/A	As set out in section C.1	N/A	N/A	N

Section D

If the Services are procured via a Direct Award or On-Catalogue Further Competition Procedure, the details below should be completed prior to entering into the Call Off Agreement. If the services are procured via an Off-Catalogue Further Competition Procedure, the details below should be provided as part of the Tender.

Section D.1 Supplier service provision response

Exclusive Assets Please list any Exclusive Assets applicable to each Service Instance:	
Service Instance ID	Exclusive Assets
None	None

Section D.2 Specific Associated Services requirement responses

Please provide a brief description of how you will satisfy the specific Associated Services requirements set out in section B.5 above for each entry in section B.5 where the Call Off Ordering Party has indicated that a solution description is required in that section. Please complete:

Associated Services ID	Solution summary
See Annex 1	See Annex 1

Section D.3 Charges information

The charges will be as set out in the Order Summary.

Section D.4 Performance Regime

For each Catalogue Solution, the relevant service levels will be as set out in the Catalogue Solution Listing.

Section D.5 Description of Personal Data

The description of the Personal Data Processing applicable to the Call Off Agreement will be as set out in the table at D.5.1 below (with any variations set out in the table at D.5.2 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

For each Catalogue Solution and Additional Service, the default position in relation to data processing and the list of the Supplier's Sub-processors shall be as set out on the associated Catalogue Solution Listing.

The Supplier must complete the Supplier's Data Protection Officer details below:

Supplier's Data Protection Officer Name and Contact Details:	
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D.5.2 Variation to default Personal Data Processing information

This section is used to record any variation to the data processing set out on the Catalogue Solution Listing that is specific to this Call Off Agreement. Where a variation is required, the parties shall record such variation in the table below, making it clear to which Service Instances, Catalogue Solutions and/or Additional Services each variation applies. If no variations apply delete the tables and enter "No variations apply".

Please note variations are expected to be uncommon and will typically only apply where Associated Services are being provided that vary the Catalogue Solution and/or where the relevant Data Controller(s) do not wish to accept elements of the default data processing set out on the Catalogue Solution Listing. It should be noted that where the relevant Data Controller(s) do not wish to accept elements of the default data processing set out on a Catalogue Solution Listing, this may result in the inability of the Supplier to provide the relevant Catalogue Solution / Additional Service.

Where variations are applicable, a copy of the table below should be included for each different grouping of variation – it is up to the Parties to agree what variations (if any) apply to the default position for each Service Instance, Catalogue Solution and/or Additional Service.

Applicable to List the Service Instance IDs, Catalogue Solutions and/or Additional Services to which this set of variations apply	Catalogue Solution Id: 10030-001 name: accuRx Additional Service Id: 10030-001-VAM name: Vaccine Appointments Management
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	Associated Service Id:10030-001-SMSDD name: SMS fragments
Description	Details
Subject matter of the Processing	<p>To provide the Services (accuRx's patient communication and engagement platform).</p> <p>The accuRx software requires certain Personal Data & Special Categories of Personal Data to be made available by the Data Controller.</p>
Duration of the Processing	The duration of the processing will be the duration of this agreement.
Nature and purposes of Processing	<p>The purpose of processing is providing health and social care, with accuRx being the Data Processor.</p> <p>To that end, the nature of the processing may include, but is not limited to:</p> <ul style="list-style-type: none"> • 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. • Healthcare and/or social care professionals may disclose patient data to Accurx when receiving technical support and from time-to-time Accurx'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 Accurx's platform, such as the use of its functions by its users in communication with patients. These statistics may be used for Accurx's own analytics and improvement purposes. Accurx may also share these anonymised statistics publicly or with third parties. These third parties include: <ul style="list-style-type: none"> ○ 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. • In exceptional circumstances, the Data Processor may send a message 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.

	<ul style="list-style-type: none"> • Where applicable, accuRx 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. • Where applicable, and upon use of the relevant software service, accuRx 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	<p>Personal Data (relating to patients of the Data Controller):</p> <ul style="list-style-type: none"> • Patient demographic details (name; date of birth; gender) • NHS number • Mobile phone number • Email address <p>Personal Data (relating to healthcare and/or social care professionals):</p> <ul style="list-style-type: none"> • Name • Email address • Mobile phone number • Affiliated organisations • Job role <p>Sensitive Personal Data:</p> <ul style="list-style-type: none"> • 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	<p>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.</p>

Section E
Call Off Agreement Award

Call Off Ordering Party organisation: see Order Summary
Supplier name: see Order Summary
Unique Call Off Agreement ID: see Order Summary

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


The Supplier will supply the Services specified in this Call Off Order Form to the Call Off Ordering Party and Service Recipients (which may also include the Call-Off Ordering Party) 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.

For the Call Off Order Form to take effect, both parties must complete and sign this Call Off Order Form.

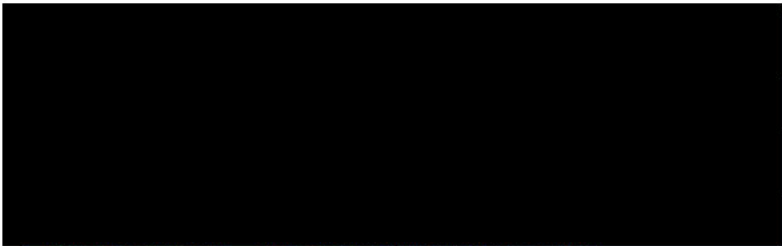
SIGNATURES

For and on behalf of the Supplier

Date Signed: 28/06/2022

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

Job Title/Role: director of financial control

Date Signed: 28/6/22

Annex 1: Order Summary

Call Off Ordering Party	NHS Commissioning Board (known as NHS England)		
Supplier	ACCURX LIMITED		
Commencement date of the Call-off Agreement	15 June 2022		
Service Recipients and Requirements	<p>The Service Recipient details (i.e. PCN and / or practice 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.</p> <p>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 as set out in the Catalogue Solution Listing:</p> <ul style="list-style-type: none"> • Appointments Management. <p>For the purpose of this Call Off Contract, EPIC is C46E2 is a MUST requirement for COVID 19 vaccines only and for flu vaccines shall be considered to be a MAY requirement only. However, the Supplier’s solution must be capable of booking both COVID and flu vaccinations.</p> <p>The Service Instance Initial Period applicable to all Service Recipients shall be 1 month.</p> <p>The Supplier must provide an up to date version of the Vaccinations Service Instance Register template, including the transaction volumes information (incl. appointments and SMS), as supporting information to each monthly invoice.</p>		
Details of the Service Instances required			
	Catalogue Solution Id, name, and unit of order	Additional Service Id, name and units ordered	Associated Service Id, name and units ordered
	Id: 10030-001 name: accuRx Unit of order: No charge	Id: 10030-001-VAM name: Vaccine Appointments Management Units ordered: per registered patient (subject to usage threshold – see below)	Id:10030-001-SMSDD name: SMS fragments Units ordered: per SMS fragment sent

Charges																								
	<table><tr><th>Service Instance Id</th><th>Catalogue Solution Id, unit of order, Catalogue List Price, any discount applied and the monthly Periodic Service Charge payable</th><th>Additional Service Id, units ordered, Catalogue List Price, any discount applied and the Charge payable</th><th>Associated Service Id, units ordered, Catalogue List Price, any discount applied and the episodic Charge payable</th></tr><tr><td rowspan="5">Applicable to all Service Instances</td><td>Catalogue Solution Id: 10030-001</td><td rowspan="5">Additional Service Id: 10030-001- VAM Unit of Order: per appointment confirmed Monthly Periodic Service Charge: Catalogue Solution List Price:<table><tr><th>Ranges - number of patients signed up (from – to)</th><th>Annual price per registered patient</th></tr><tr><td>0 - 5,000,000</td><td></td></tr><tr><td>5,000,000 - 15,000,000</td><td></td></tr><tr><td>15,000,001 - 20,000,000</td><td></td></tr><tr><td>20,000,001 - 60,000,000</td><td></td></tr></table></td><td rowspan="5"></td></tr><tr><td>Name: accuRx</td></tr><tr><td>Unit of Order: N/A</td></tr><tr><td>Monthly Periodic Service Charge: [REDACTED]</td></tr><tr><td></td></tr></table>	Service Instance Id	Catalogue Solution Id, unit of order, Catalogue List Price, any discount applied and the monthly Periodic Service Charge payable	Additional Service Id, units ordered, Catalogue List Price, any discount applied and the Charge payable	Associated Service Id, units ordered, Catalogue List Price, any discount applied and the episodic Charge payable	Applicable to all Service Instances	Catalogue Solution Id: 10030-001	Additional Service Id: 10030-001- VAM Unit of Order: per appointment confirmed Monthly Periodic Service Charge: Catalogue Solution List Price: <table><tr><th>Ranges - number of patients signed up (from – to)</th><th>Annual price per registered patient</th></tr><tr><td>0 - 5,000,000</td><td></td></tr><tr><td>5,000,000 - 15,000,000</td><td></td></tr><tr><td>15,000,001 - 20,000,000</td><td></td></tr><tr><td>20,000,001 - 60,000,000</td><td></td></tr></table>	Ranges - number of patients signed up (from – to)	Annual price per registered patient	0 - 5,000,000		5,000,000 - 15,000,000		15,000,001 - 20,000,000		20,000,001 - 60,000,000			Name: accuRx	Unit of Order: N/A	Monthly Periodic Service Charge: [REDACTED]		<p>Monthly Periodic Services Charges shall only become payable upon successful completion of Milestone M1 and M2 which for clarity is confirmed by the Service Recipient at a GP practice level booking 200 appointments using the solution since the Call Off Agreement Commencement Date [REDACTED]</p> <p>[REDACTED]</p> <p>For the purpose of calculating the Charges, a co-administered appointment (where both flu and COVID19 are administered together) will only count as</p>
Service Instance Id	Catalogue Solution Id, unit of order, Catalogue List Price, any discount applied and the monthly Periodic Service Charge payable	Additional Service Id, units ordered, Catalogue List Price, any discount applied and the Charge payable	Associated Service Id, units ordered, Catalogue List Price, any discount applied and the episodic Charge payable																					
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20,000,001 - 60,000,000																								
Name: accuRx																								
Unit of Order: N/A																								
Monthly Periodic Service Charge: [REDACTED]																								

			<p>1 confirmed booking.</p> <p>If the Service Recipient achieves M2 with another Supplier (who also meets the Appointments Management capability under an equivalent Call Off Agreement that overlaps with the same period as this agreement) after M2 has been hit under this agreement, then the payments will be pro-rated according to the split of total bookings over the period of this agreement. This would also apply, vice versa, if the same happened again.</p>	
Total contract value	This depends upon the level of take-up.			
Invoicing	<p>Invoicing shall be monthly in arrears for the full annual per patient fee in the month that the M2 criteria was met (based on the registered patient list size in that same month).</p> <p>For clarity, bookings will be counted and reported at practice-level such that if jabs are being administered at a PCN Hub, the appointments will be attributed to practices where it's their patient being invited to that Hub.</p> <p>The Call Off Ordering Party shall have no liability for SMS costs which shall be invoiced directly to the Service Recipient.</p>			