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CCG – practice agreement

**Terms governing the provision and receipt
of GPSoC services and GP IT services**

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Document Status

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CCG practice agreement

Terms governing the provision and receipt of GPSoC services and GP IT services

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DATED 201[]

(1) [Clinical Commissioning Group]

- and -

(2) [PRACTICE]

**CCG - PRACTICE AGREEMENT
TERMS GOVERNING THE PROVISION AND RECEIPT OF GPSOC SERVICES
AND GP IT SERVICES**

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1. Definitions

- 1.1. "Add-on GP IT Services" means as defined in the GP IT Operating Model;
- 1.2. "APMS Contract" means the Alternative Provider Medical Services contract entered into by NHS England and a Contractor under Section 83(2)(b) of the National Health Service Act 2006;
- 1.3. "Business Justification Form" means the form (a template of which is included at Appendix 4 to this Agreement) which supports the Selection Process;
- 1.4. "CCG" means a clinical commissioning group;
- 1.5. "Contract" means the GMS, PMS or APMS Contract entered into by the Contractor and NHS England or other NHS body;
- 1.6. "Contractor" means the person or persons that provide primary care services under the Contract at a Practice;
- 1.7. "Core GP IT Services" means as defined in the GP IT Operating Model
- 1.8. "Core Hours" means the hours of 07:30 until 20:30 from Monday to Sunday including Public and Bank Holidays;
- 1.9. "Dispute Resolution Procedure" means the dispute resolution procedure set out in paragraph 6 (Dispute Resolution Procedure);
- 1.10. "Expert" means the independent expert appointed in accordance with clause 6.10 or 6.11 of this Agreement;
- 1.11. "GMS Contract" means the General Medical Services contract entered into by NHS England and a Contractor under Section 84 of the National Health Service Act 2006;
- 1.12. "GMS Contractual Agreement" means the publication "New GMS Contract 2003 – Investing in General Practice" (the Blue Book);
- 1.13. "Good Practice Guidelines" means the "Good practice guidelines for general practice electronic patient records" as prepared by the Joint General Practice Information Technology Committee of the General Practitioners Committee and the Royal College of General Practitioners and sponsored by the Department of Health and available at:
www.gov.uk/government/publications/the-good-practice-guidelines-for-gp-electronic-patient-records-version-4-2011
- 1.14. "GP IT Assets" means all assets and rights used by the CCG to provide the Services to the Practice in accordance with this Agreement but excluding any assets owned by the Practice. This also includes any device that stores information;

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- 1.15. "GP IT Delivery Partner" means a supplier contracted by the CCG for the delivery of GP IT Services;
- 1.16. "GP IT Operating Model" means the document entitled Securing Excellence in GP IT Services: Operating Model www.england.nhs.uk/ourwork/tsd/sst/it-pc/.
- 1.17. "GP IT Services" means Core GP IT Services and Add-on GP IT Services;
- 1.18. "GPSoC Call Off Agreement" means an agreement related to the GPSoC Framework Agreement pursuant to which specific GPSoC Services are ordered for specific practices;
- 1.19. "GPSoC Data Migration Specification" means the national standards applied to data migration for General Practice
- 1.20. "GPSoC Framework Agreement" means the agreements between the Secretary of State for Health and GPSoC Framework Suppliers for the provision of GPSoC Services available at: <http://systems.hscic.gov.uk/gpsoc>
- 1.21. "GPSoC Framework Supplier" means those suppliers which have signed a GPSoC Framework Agreement with the Secretary of State for Health for the provision of GPSoC Services;
- 1.22. "GPSoC Services" means the services provided by GPSoC Framework Suppliers pursuant to a GPSoC Framework Agreement and GPSoC Call Off Agreement;
- 1.23. "HSCIC" means the Health and Social Care Information Centre, the NHS agency responsible for the procurement and delivery of GPSoC Services;
- 1.24. "National Services" means collectively N3, Spine, Choose & Book, Electronic Prescription Service, GP2GP, PDS, Summary Care Record, the Access Control Framework and any programme that may be added to the scope from time to time;
- 1.25. "NHS Litigation Authority" means the National Health Service Litigation Authority established by Article 2 of the National Health Service Litigation Authority (Establishment and Constitution) Order 1995 and which is the body directed by the Secretary of State to determine disputes in connection with this Agreement that are referred to him in accordance with Section 9(6) of the National Health Service Act 2006;
- 1.26. "Practice" means all locations where a GPSoC Services are used or are planned to be supplied. A GP practice, including all branch sites of such GP practice, shall constitute a single Practice. Where more than one GP practice operates from a location or share a common database each separate GP practice shall be counted as a Practice and where one or more GP practices merge, the resulting practice shall be counted as a single Practice;

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- 1.27. "PMS Contract" means the Personal Medical Services Agreement entered into by NHS England and a Contractor under Section 92 of the National Health Service Act 2006;
- 1.28. "Principal Clinical System" means a system provided under Lot 1 of the GPSoC Framework Agreement meeting at least the minimum requirements for such a system as set out in the GPSoC Framework Agreement;
- 1.29. "Selection Process" means the process to be followed in order to award and enter into a Call Off Agreement, as set out in the GPSoC Framework Agreement;
- 1.30. "Services" means the GPSoC Services and/or GP IT Services commissioned by the CCG and set out in the Summary of Services;
- 1.31. "Support & Maintenance Service Levels" means the service levels for support and maintenance agreed by the CCG and the Practice and set out in Appendix 2;
- 1.32. "Smart Card" means a security device, the use of which allows individuals to access the National Services;
- 1.33. "Summary of Services" has the meaning given to it in clause 3.1;
- 1.34. "Supplier" means a GPSoC Framework Supplier or any other supplier providing IT systems, software or hardware to the Practice on behalf of the CCG;
- 1.35. "Training Service Requirements" means the training service requirements defined in the terms of the GPSoC Framework Agreement.

2. Background

- 2.1. NHS England is responsible for the delivery of GP IT Services, but – in order to support local clinical leaders to lead service redesign – NHS England has directed CCGs to carry out the responsibility for delivering certain key elements of GP IT Services. The GP IT Operating Model builds on those foundations, describing the operating arrangements and leadership required to support the effective delivery of GP IT Services, which will be delivered in conjunction with GPSoC Services in order to support general practice.
- 2.2. These terms set out:
 - 3.2.1. the basis on which a CCG will provide the Services to Practices;
and
 - 3.2.2. each Practice's responsibilities in respect of the receipt of these Services.
- 2.3. For the avoidance of doubt, the Services constitute all of the information management and technology services, including the GPSoC Services, provided to the Practice by the CCG.
- 2.4. These terms are a bilateral agreement between:
 - 3.4.1. each Practice receiving the Services; and
 - 3.4.2. the applicable CCG providing Services to the Practice.
- 2.5. Where a dispute arising in respect of either party's rights and responsibilities under this Agreement cannot be resolved by the parties in accordance with the local escalation procedure set out in Appendix 3, the Dispute Resolution Procedure, shall be invoked.
- 2.6. A CCG may choose to delegate the fulfilment of part of its responsibilities under this Agreement to a third party such as GP IT Delivery Partner, as described in the GP IT Operating Model. The GP IT Operating Model also sets out the responsibilities which may not be delegated by the CCG. The CCG will need to ensure that such third party delivers the GP IT Services in line with the obligations set out in this Agreement (see clause 4.12).
- 2.7. This Agreement shall be governed by and construed in accordance with English Law and subject to clause 6 of this Agreement, be subject to the exclusive jurisdiction of the English Courts.
- 2.8. The terms of this Agreement can only be varied in accordance with the provisions of clause 9.
- 2.9. In the event of a conflict between a provision of this Agreement and a provision of the Contract, the provisions of the Contract shall prevail.

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- 2.10. Wherever a clause states that the CCG or the Practice shall undertake an activity, the relevant party shall bear its own costs for taking part in the activity unless otherwise stated in this Agreement or in the Contract.
- 2.11. Any references to a body, organisation or agency in this Agreement shall be interpreted to include their successors.

3. Mutual responsibilities of the parties

Services

- 3.1. The CCG shall complete and maintain an up-to-date summary description of the Services for the Practice ("Summary of Services"). A copy of this description should be maintained in Appendix 1 of this Agreement.
- 3.2. The CCG shall provide the Services identified in the Summary of Services.
- 3.3. The CCG shall provide a copy of a new current Summary of Services to the Practice each time it is updated.
- 3.4. So as to ensure that the Summary of Services remains accurate on an ongoing basis, if the Practice is to receive, or is receiving, services from the CCG which are outside the scope of the Summary of Services, the Practice shall agree with the CCG a revised Summary of Services.
- 3.5. It is the responsibility of the Practice to inform the CCG if the current version of the Summary of Services is out of date or contains errors.
- 3.6. The Practice shall notify the CCG of any software and/or hardware used by the Practice, that is installed on or utilises the IT infrastructure provided to the Practice under this Agreement but which has not been provided by the CCG. Where so notified by the Practice, the CCG may acting reasonably at its discretion decide to:
 - 3.6.1. provide service desk support for that software and/or hardware and include this provision in the Summary of Services;
 - 3.6.2. approve the use of the software and/or hardware but not provide service desk support; or
 - 3.6.3. bar the use of the software and/or hardware where there is a demonstrable security, integrity and/or performance risk to the Services provided by the CCG.
- 3.7. The Practice shall not install any hardware or software or make changes to any hardware/software configuration that is installed on or utilises the IT infrastructure provided to the Practice under this Agreement unless agreed by the CCG, such agreement not to be unreasonably withheld.
- 3.8. The CCG shall maintain a list of software and hardware (available on request) that may be installed on the IT infrastructure in the Practice.
- 3.9. A list of third party software that each Supplier states is compatible with each version of GPSoC Services and shall be published at <http://systems.hscic.gov.uk/gpsoc> and maintained by HSCIC. The CCG shall

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take this list into account when it makes decisions about software and hardware in use in the Practice in accordance with clauses 3.7 and 3.8.

- 3.10. The Practice shall seek the CCG's permission to participate in any testing or pilot activity which involves changes to the software or hardware configuration in the Practice, such permission not to be unreasonably withheld.
- 3.11. The Practice shall comply with the constraints imposed by the CCG pursuant to clauses 3.6 to 3.10 failing which the CCG shall have no responsibility for any failure or degradation of system functionality or performance in this respect which has a business impact.
- 3.12. The Practice shall bear the costs (including remedial work) resulting from a failure or degradation of system functionality or performance relating to software and/or hardware that is not approved by the CCG.

Service Review

- 3.13. The CCG shall offer to formally review the Services with the Practice at least once a year. This will include:
 - 3.13.1. discussion of the performance of the Services;
 - 3.13.2. implementation plans for new services;
 - 3.13.3. training initiatives;
 - 3.13.4. business continuity and disaster recovery arrangements; and
 - 3.13.5. plans for future delivery of the Services.
- 3.14. Either party may request additional reviews of the Services in order to address specific issues or agree plans for revisions to the Services. Both parties shall endeavour to respond to such requests promptly and positively.

Choice of Principal Clinical System

- 3.15. The GMS Contractual Agreement includes the following clause which sets out the provisions for a Practice's choice of system:

4.34. Systems will be accredited against national standards. Each practice will have guaranteed choice from a number of accredited systems that deliver the required functionality. Such choices will be consistent with local development plans (or their equivalents) and in line with local business cases and service level agreements. From 1 April 2003 every practice in the UK will have the choice of RFA-accredited systems. Practices will not subsequently be expected to exercise this right more frequently than every three years.

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- 3.16. In order to satisfy the requirements of clause 4.34 of the GMS Contractual Agreement, Practices are provided with a choice of Principal Clinical System.
- 3.17. A Practice may choose to retain its existing Principal Clinical System or migrate to another Principal Clinical System available from a GPSoC Framework Supplier.
- 3.18. Where a Practice decides to migrate to an alternative Principal Clinical System available it shall make a request to the relevant CCG.
- 3.19. The CCG may, at its discretion, require the Practice to prepare a Business Justification Form, using the template provided in Appendix 4, to justify the proposed change of system.

Selection of GPSoC Services

- 3.20. Where a change of Principal Clinical System or order for other GPSoC Services has been agreed, the CCG and the Practice shall jointly undertake the Selection Process and subsequent migration with the relevant Supplier. The CCG and the Practice shall carry out their responsibilities in respect of the migration activities in accordance with the agreed plan and the GPSoC Data Migration Specification.
- 3.21. Where the Practice and CCG do not agree regarding whether the Practice should migrate from its Principal Clinical System, the parties shall attempt to reach an agreed position using the provisions for escalation and dispute resolution set out in clause 6.
- 3.22. The party that holds the existing contract(s) for the Services set out in Appendix 1, whether the CCG or Practice or both, shall be responsible for terminating any relevant existing contractual arrangements in respect of the services provided to the Practice subject to the prior agreement of the Practice and/or the conclusion of any proceedings initiated under the Dispute Resolution Procedure.

Business Continuity and Disaster Recovery

- 3.23. The Practice shall develop business continuity and disaster recovery plans for the Practice in accordance with the guidance referenced in the Good Practice Guidelines chapter 9 section 4.
- 3.24. The CCG shall review the Practice's business continuity and disaster recovery plan. The CCG may request changes to the plan to ensure that the Practice's plans align with good practice and correctly reflect the parties' responsibilities (including responsibility for associated costs) under the plan. The CCG shall confirm its agreement to the plan, amended as agreed by the parties.
- 3.25. The CCG and the Practice shall perform their duties as set out in the business continuity and disaster recovery plan agreed pursuant to clause 3.24.

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- 3.26. The Practice shall perform back-ups of its local server based GPSoC Services in accordance with the GPSoC Framework Supplier's instructions.
- 3.27. The Practice shall ensure that the integrity of its back up data and other key elements of the Practice's business continuity and disaster recovery plan are tested at regular intervals as set out in the agreed plan.

Confidentiality

- 3.28. The CCG and the Practice shall adhere to prevailing security and confidentiality policies at all times. Further details of current security and confidentiality policies can be found in the Good Practice Guidelines and the GP IT Operating Model in section 7.6.

Data Protection

- 3.29. For the purpose of clauses 3.30 to 3.31 the terms Process, Personal Data, Data Processor and Data Controller shall have the meanings given to them in the Data Protection Act 1998 ("the Act").
- 3.30. Where either the Practice or the CCG carries out any Processing of Personal Data on behalf of the other as Data Controller, the Data Processor shall not perform any of its obligations under these terms or otherwise Process the Personal Data in any way which may cause the Data Controller to breach any of its obligations under the Act and shall:
 - 3.30.1. act only on instructions from the Data Controller (which may be specific instructions or instructions of a general nature as set out in this Agreement);
 - 3.30.2. implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
 - 3.30.3. only process Personal Data to the extent, and in such manner, as is necessary for performance of rights and obligations under this Agreement;
 - 3.30.4. not transfer any Personal Data outside England without the prior consent of the Data Controller.
- 3.31. Each party shall comply at all times with the Act and shall not perform its obligations under these terms in such a way as to cause the other party to breach any of its applicable obligations under the Act.

Training

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- 3.32. The Practice shall carry out a training needs analysis that identifies the Practice staff that require training in the use of the Services and in the support procedures agreed with the CCG and a Supplier.
- 3.33. The Practice shall ensure that new starters receive adequate training before GPSoC Services are used.
- 3.34. Using the output from the training needs analysis, the Practice shall prepare a training plan for the Practice which identifies the staff to be trained and the training to be provided by the CCG over a six month period or more as agreed by the parties.
- 3.35. The CCG shall review the Practice's training plan and may request changes to the plan in line with local priorities and plans for the deployment of services. The CCG shall confirm its agreement to the training plan, amended as agreed by the parties.
- 3.36. The CCG shall provide training for Practice staff in line with the agreed training plan.
- 3.37. The Practice shall ensure that all end users are trained and have a minimum entry level standard as per the NHS IT Skills Pathway including use of relevant operating systems and office productivity software.
- 3.38. The CCG shall ensure that all end users are trained in the use of the Services and that this is delivered in line with the Training Service Requirements.
- 3.39. The Practice shall make its staff available for training in line with any timetable agreed with the CCG or its Supplier(s) and shall be responsible for the costs of making staff available for such training including backfill costs and travel costs.
- 3.40. The Practice shall maintain an up-to-date record of staff training.
- 3.41. The parties shall request and agree amendments to the training plan in line with new developments and the changing requirements of the CCG and the Practice.

4. CCG responsibilities

The CCG shall:

General

- 4.1. contract for GPSoC Services, GP IT Core Services and other services as agreed in Appendix 1 to this agreement on behalf of the Practice;
- 4.2. liaise with the Practice to ensure that the Practice is making best use of the technology available to it. This includes:
 - 4.2.1. setting out the CCG's strategic objectives for general practice IT;
 - 4.2.2. providing information to allow the Practice to make choices about taking new services;
 - 4.2.3. ensuring an up to date audit trail of all GP IT Assets in use at the Practice;

Software and IT Infrastructure

- 4.3. support the software and IT infrastructure required to provide the Services;
- 4.4. inform the Practice of any licence restrictions contained in the terms under which software is licensed to the CCG and/or Practice by the relevant supplier;
- 4.5. ensure that the Practice IT infrastructure is provided, upgraded and maintained in line with the "General Practice IT Infrastructure Specification" and Operating Environment Guidance published at <http://systems.hscic.gov.uk/gpsoc> and updated from time to time by Health and Social Care Information Centre;
- 4.6. be responsible for the removal and disposal of redundant GP IT Assets;
- 4.7. provide the equipment to support the Practice's use of Smart Cards;
- 4.8. keep anti-virus definitions up to date on all Practice equipment for which it is providing an anti-virus solution;

Support & Maintenance Service Levels

- 4.9. perform the Services to meet or exceed the Support & Maintenance Service Levels;

System Upgrade and System Migration

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- 4.10. fulfil its obligations in respect of the implementation, assurance and acceptance of the upgrade and/or migration of GPSoC Services in accordance with the project plan agreed with the Practice and the relevant Suppliers;
- 4.11. undertake its responsibilities in accordance with the current version of the GPSoC Data Migration Specification published at <http://systems.hscic.gov.uk/gpsoc> by the Health and Social Care Information Centre and the project plan agreed with the Practice and the relevant Suppliers;

Delegated Responsibility for Delivery of the Services

- 4.12. ensure that any third party providing the GP IT Services on behalf of a CCG is required to deliver the Services in accordance with the relevant CCG responsibilities under this Agreement.

5. Practice responsibilities in respect of the services

The Practice shall:

General

- 5.1. comply with the current version of the Good Practice Guidelines;
- 5.2. work with the CCG to support the NHS' strategic objectives and policies for information management and technology;
- 5.3. identify the person with lead responsibility for IT matters in the Practice;
- 5.4. comply with the GPSoC Framework Agreement and GPSoC Call Off Agreement for the use of the GPSoC Services;
- 5.5. use every reasonable endeavour to protect Suppliers' intellectual property rights in respect of the systems and software provided by the CCG;
- 5.6. involve the Local Medical Committee in IM & T matters, as appropriate;
- 5.7. consult with the CCG on any developments which will impact on the practice software, IT infrastructure or GPSoC Services;

Software and IT Infrastructure

- 5.8. comply with any licence restrictions notified to it by the CCG or Supplier and contained in the terms under which software is licensed to the CCG and/or the Practice by the relevant Supplier;
- 5.9. only use the GPSoC Services while it is covered by a valid agreement with the Supplier;
- 5.10. use N3 services in accordance with the CCG N3 access agreement;
- 5.11. not try to gain access to those GPSoC Services which are not authorised or configured for such use by the CCG or the Supplier;
- 5.12. not permit any third party access or use of the IT infrastructure without written agreement of the CCG;
- 5.13. not attempt to disable, amend or tamper with any audit trail or security features that form part of the GPSoC Services or the IT infrastructure on which the system is installed;
- 5.14. install recommended software upgrades and patches in accordance with the CCG's or the relevant Supplier's requirements;

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- 5.15. maintain IT equipment in an environment suitable for such equipment and in accordance with the Supplier's recommendations. All servers must:
 - 5.15.1. be physically secure
 - 5.15.2. be accessible only to authorised personnel
 - 5.15.3. be operated in an appropriate climate-controlled environment
 - 5.15.4. have adequate power capacity and fire protection
 - 5.15.5. have backup devices plus backup, restore and verification software/service, which must be adequately tested
 - 5.15.6. have an uninterruptible power supply, with battery backup, that incorporates safe automatic power-down in the event of power loss

Hardware and Software Support

- 5.16. log all faults and technical issues in accordance with the procedures set out by the CCG;
- 5.17. report promptly any loss or degradation of the GPSoC Services in accordance with the procedures set out by the CCG and Supplier;
- 5.18. provide full details of the problem when logging an issue with the relevant Service Desk and respond promptly to any reasonable request for additional information;
- 5.19. provide access to the premises and the equipment delivering the GPSoC Services outside of Core Hours where required to enable the CCG, its agents and Suppliers to resolve a Severity 1 or 2 incident;
- 5.20. where remote technical support is provided by the CCG or its Suppliers, allow appropriate access to its systems;
- 5.21. comply with all reasonable instructions and requests, such as access to particular staff to resolve a technical problem;

System Upgrade and System Migration

- 5.22. fulfil its obligations in respect of the implementation, assurance and acceptance of GPSoC Services upgrade or migration in accordance with the project plan agreed with the CCG and the relevant Suppliers;
- 5.23. identify existing third party software which it requests that the Supplier interfaces with the GPSoC Services;
- 5.24. undertake its responsibilities in accordance with the current version of the GPSoC Data Migration Specification published by the Health and Social Care

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Information Centre and the project plan agreed with the CCG and the relevant Suppliers;

Premises

- 5.25. allow the CCG, its agents and Suppliers access to the Practice premises and the equipment delivering GPSoC Services during Core Hours and otherwise on reasonable notice for the purposes of fulfilling their obligations in respect of the Services;
- 5.26. provide the CCG and the Supplier with full contact details for a primary and a secondary contact at the Practice who will provide the necessary information and access to premises and equipment to resolve problems with the Services;
- 5.27. ensure that it has adequate security measures in place in the Practice's premises, consulting the CCG and the relevant Supplier for advice relating to the IT infrastructure;
- 5.28. following any security breach where the CCG discovers inadequate security arrangements within a Practice and notifies the Practice of such, carry out the necessary upgrade(s) to its security arrangements;
- 5.29. ensure that it has taken reasonable precautions to ensure that NHS England and Supplier owned equipment is protected from theft and malicious damage. Practices should be aware that they have a responsibility to inform their insurance companies that IT equipment will be on their premises. Practices are advised to insure practice-owned IT equipment and ensure cover for the consequences of any loss;
- 5.30. at all times ensure that adequate security arrangements are in place in the practice premises in order to protect NHS-owned equipment;
- 5.31. acknowledge that the CCG shall have no liability in respect of any loss due to data loss or failure to meet the Support & Maintenance Service Levels where this has been caused by a security breach or inadequate security arrangements at the Practice's premises.

6. Escalation and dispute resolution

Escalation Procedure

- 6.1. The parties acknowledge that the CCG, Practice and Supplier need to work together to ensure the smooth running of the Services. To enable this, a list of nominated contacts for the Practice and the CCG shall be agreed and maintained by the parties. Communication relating to contractual disputes shall be between the relevant contacts depending on the nature of the dispute.
- 6.2. Where a dispute cannot be resolved by the nominated contacts the dispute shall be referred up the management chain within the Practice and the CCG as appropriate.
- 6.3. Where an escalation procedure is already in place and functions to the satisfaction of both parties then this shall be included in Appendix 3 to this Agreement.
- 6.4. Where no escalation procedure exists the parties shall develop a process which involves escalation to named contacts or roles within each organisation that have the authority to agree a resolution to the dispute. This escalation procedure shall be included in Appendix 3 to this Agreement.
- 6.5. If the parties are unable to resolve the dispute within a reasonable timescale as set out in the escalation procedure then either party (both having considered whether the dispute should be referred to mediation) shall refer the dispute for determination in accordance with the Dispute Resolution Procedure.
- 6.6. Prior to initiating the Dispute Resolution Procedure the parties shall:
 - 6.6.1. reasonably demonstrate why the dispute cannot be resolved without escalation to the next level in the escalation procedure; and
 - 6.6.2. take account of any ongoing dispute under the GPSoC Framework Agreement and, if appropriate, suspend or delay resolution of the dispute under these terms until resolution of the ongoing dispute under the GPSoC Framework Agreement or join the resolution process under the relevant agreement.

Dispute Resolution Procedure

- 6.7. In respect of unresolved disputes, the parties shall follow one of the following routes of dispute resolution as applicable:
 - 6.7.1. if the Practice has elected to be regarded as (or in the case of a Practice with a PMS Contract the Practice is regarded as being) a Health Service Body then the dispute shall be referred to the Secretary of State under Section 9(6) or 9(7) of the National Health Service Act 2006; or

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- 6.7.2. if the Practice has not elected to be regarded as (or in the case of a Practice with a PMS Contract the Practice has objected in writing to being regarded as) a Health Service Body, then the parties shall follow the expert determination process set out in clauses 6.10 to 6.16.
- 6.8. The parties shall continue to comply with the terms of this Agreement during the determination of the dispute.

NHS Litigation Authority

- 6.9. The NHS Litigation Authority will determine any dispute referred to the Secretary of State in accordance with Section 9(6) or 9(7) of the National Health Service Act 2006 as set out in directions issued by the Secretary of State and any relevant Regulations.

Expert Determination

- 6.10. If the parties are to resolve a dispute through Expert determination, then the parties shall first agree on the appointment of an independent Expert.
- 6.11. To the extent the parties are unable to agree on the Expert within 10 working days of either party giving written notice that it intends to refer the dispute to an Expert for determination, then an Expert shall be appointed:
- 6.11.1. in relation to a dispute which relates to any aspect of the technology underlying the Services or which is otherwise of a scientifically technical nature, by the Primary Healthcare Specialist Group of the British Computer Society (or such association understood by the parties to have replaced it); or
 - 6.11.2. in relation to any other dispute, by an appropriate professional body or, if this cannot be agreed, by the Chairman of the Law Society of England and Wales.
- 6.12. The Expert appointed shall act on the following basis:
- 6.12.1. the Expert shall act as an expert and not as an arbitrator and shall act fairly and impartially;
 - 6.12.2. the Expert's determination shall, in the absence of material failure by the Expert, be final and binding on the parties; and
 - 6.12.3. the Expert shall decide the procedure to be followed in the determination (including but not limited to whether further expert evidence is to be provided by the parties or obtained independently by the Expert) and shall be requested to make their determination in writing within 25 working days after their appointment or as soon as

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reasonably practical thereafter. The parties shall provide such documentation and/or information as the Expert shall require for the purposes of the determination.

- 6.13. Any amount payable by one party to another as a result of the Expert's determination shall be due and payable within 20 working days of the Expert's determination being notified by the parties.
- 6.14. The process shall be conducted in private and shall be confidential.
- 6.15. The Expert shall determine how and by whom the costs of the determination, including the fees and expenses of the Expert are to be paid.
- 6.16. The parties shall continue to comply with the terms of this Agreement during the determination of the dispute.

7. Force Majeure

- 7.1. Neither the CCG nor the Practice shall have any liability to the other for non-performance of its obligations to the extent that this is as a result of a Force Majeure Event, provided the party claiming relief notifies the other party of the event in writing as soon as reasonably practicable.
- 7.2. For the purposes of these terms, a **Force Majeure Event** means:
- a) war, civil war, armed conflict or terrorist attack arising within and affecting the United Kingdom; or
 - b) nuclear, chemical or biological contamination of the CCG's, Supplier's or Practice's property arising from any of the events as set out in (a) above; or
 - c) fire and explosion; or
 - d) an act of God which includes all uncontrollable natural forces and natural disasters including flood, avalanche, storms, unforeseeable accidents or equipment failure which are not the fault of the party relying upon such circumstances but shall specifically exclude any industrial action and any acts or omissions of any employees in the course of their employment or consultants in the course of their engagement; or
 - e) a national emergency declared by Her Majesty's Government.
- 7.3. Neither party shall be able to claim relief from a Force Majeure Event to the extent that the party affected by the Force Majeure Event is required to comply with obligations relating to the event in the business continuity and disaster recovery plan agreed in accordance with clause 3.24 but has failed to do so.

8. Termination of this agreement

- 8.1. Subject to the provisions of clause 8.2, this Agreement may only be terminated in the following circumstances:
- a) upon termination of the Contract;
 - b) if the Practice ceases to exist; or
 - c) if the Practice is no longer within the jurisdiction of the CCG with whom the Agreement was signed; or
 - d) if the parties mutually agree to set this Agreement aside.
- 8.2. Either party may, without prejudice to its other rights or remedies, terminate, in whole or in part, this Agreement with immediate effect by written notice to the other party if the other party commits a material breach of this Agreement (being a single event or a series of events which are together a material breach) which is incapable of remedy or which, if capable of remedy, has not been remedied within 30 days of receipt of a written notice specifying the breach and requiring the same to be remedied.
- 8.3. The CCG shall notify HSCIC within 5 days of the termination of a CCG-Practice Agreement with a Practice and agree what action needs to be taken in respect of any commitments under the GPSoC Framework Agreement and GPSoC Call Off Agreement in respect of that Practice.
- 8.4. The CCG shall notify NHS England within 5 days of the termination of a CCG-Practice Agreement with a Practice and agree what action needs to be taken in respect of any commitments under the GP IT Operating Model.

9. Variations

- 9.1. Appendices 1 (Summary of Services), 2 (Support & Maintenance Service Levels) and 3 (Escalation Procedure) shall be customised by the CCG and agreed locally with Practices. Where local amendments to any Appendices contradict the provisions of this Agreement the clauses in the Agreement shall take precedence.
- 9.2. Other than changes to Appendices 1, 2 and 3, no change to this Agreement shall be made by either the CCG or the Practice unless the change is approved by HSCIC.
- 9.3. Where there is a need to introduce national variations to this Agreement in order to take account of changing IM&T requirements, HSCIC will make the necessary changes and publish a revised version of this Agreement. The CCG and the Practice commit to work together to incorporate the published changes into this Agreement and to execute a revised version of this Agreement as soon as reasonably practicable following publication of the updated template.

10. Third party rights

- 10.1. Only the CCG and the Practice may enforce the terms of this Agreement. No third party is entitled to enforce any terms of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

Agreement signature page

The parties hereby agree to the terms of the Agreement:

Authorised signatory for and on behalf of the CCG

Print Name(s) _____

Position _____

Date _____

Authorised signatory for and on behalf of the Practice

Print Name(s) _____

Position _____

Date _____

Appendix 1

Summary of Services Table

Note: CCGs and Practices are required to provide a Summary of Services Table to be provided in this appendix that describes the services to be delivered and received under the terms of this agreement. An example table is provided below to give direction on how to represent the Summary of Services, however the CCG and Practice are able to provide this in any format, acceptable to both parties, that accurately reflects the services being provided and received.

Service Type	Details of Service and Provider(s)
<p>GPSoC Services</p>	<p>The practice receives the following GPSoC Services as defined in the GPSoC Framework Agreement(s):</p> <ul style="list-style-type: none"> • Principal Clinical System (Lot 1) • Subsidiary Modules (Lot 1) <ul style="list-style-type: none"> ○ Appointments ○ Document management ○ Workflow and task management ○ Telehealth ○ Clinical Decision Support ○ Data Entry Forms ○ Mobile Clinical Applications • Additional GP IT Services (Lot 2) • Cross-Care Setting Interoperable Services (Lot 3) <p>Provided by:</p> <ul style="list-style-type: none"> • [Name of supplier(s)] • [Name of system(s)] • [Service commencement date(s)]
<p>Core GP IT Services</p>	<p>Practice receives the Core GP IT Services as described in the GP IT Operating Model from:</p> <ul style="list-style-type: none"> • [Name of provider(s)]

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	<ul style="list-style-type: none"> • [Contact tel. number(s)] • [Contact email address(es)]
<p>Add-on GP IT Services</p>	<p>Practice receives the following Add-on GP IT Services (examples provided below):</p> <ul style="list-style-type: none"> • Top-up N3 service • Remote access VDI support • Training Services • Data Quality Services <p>Provided by:</p> <ul style="list-style-type: none"> • [Name of provider(s)] • [Contact tel. number(s)] • [Contact email address(es)]
<p>Other services commissioned by the NHS England</p>	<p>Please note that the following services in use at practices are commissioned by NHS England and not the CCG. These services are therefore out of scope of this agreement. For completion, these services are detailed below (examples provided):</p> <ul style="list-style-type: none"> • Capital refresh programme • Registration Authority (RA) • NHSmail Administration and Support • Clinical Safety Assurance Functions • Information Governance Support Service <p>Provided by:</p> <ul style="list-style-type: none"> • [Name of provider(s)] • [Contact tel. number(s)] • [Contact email address(es)]

Example table

Appendix 2

Support & Maintenance Service Levels

NOTE: Every CCG must include a local service level agreement in this section of the agreement prior to signing this agreement with each Practice. This service level agreement applies to the Services provided by the CCG to the Practice.

*Example SLA documentation can be found at the following address
(www.england.nhs.uk/ourwork/tsd/sst/it-pc/)*

Appendix 3

Escalation Procedure

NOTE: Every CCG must include a local escalation procedure in this section of the Agreement prior to signing this Agreement with each Practice. For further information see paragraph 6.

Appendix 4

Business Justification Form Guidance and Example for Migration of GPSoC Services



Local Business
Justification Form V1.