

CCG Practice Agreement

**Terms governing the provision and receipt of Digital
Services in General Practice.**

CCG Practice Agreement
Terms governing the provision and receipt of Digital Services in general practice

Version number: 02

Published: September 2019

First published: March 2015

Prepared by: Primary Care Digital Transformation Directorate, NHS England

The NHS Commissioning Board (NHS CB) was established on 1 October 2012 as an executive non-departmental public body. Since 1 April 2013, the NHS Commissioning Board has used the name NHS England for operational purposes.

DATED

201[]

(1) [Clinical Commissioning Group]

and

(2) [PRACTICE]

CCG - PRACTICE AGREEMENT

**TERMS GOVERNING THE PROVISION AND RECEIPT OF DIGITAL SERVICES
IN GENERAL PRACTICE**

CONTENTS

1	DEFINITIONS.....	6
2	BACKGROUND.....	10
3	GENERAL TERMS	11
4	MUTUAL RESPONSIBILITIES OF THE PARTIES.....	13
	SERVICES	13
	SERVICE REVIEW	14
	GP IT FUTURES FRAMEWORK FOUNDATION SOLUTION.....	15
	CHOICE OF FOUNDATION SOLUTION	15
	SELECTION OF FOUNDATION SOLUTION	15
	MIGRATION OF FOUNDATION SOLUTION	16
	OTHER SOLUTIONS (NOT FOUNDATION SOLUTIONS) FOR THE PRACTICE.....	16
	NATIONAL DIGITAL SERVICES	16
	BUSINESS CONTINUITY, DISASTER RECOVERY AND HIGH SEVERITY INCIDENT MANAGEMENT	16
5	CONFIDENTIALITY.....	17
6	DATA PROTECTION.....	17
7	TRAINING.....	18
8	CCG RESPONSIBILITIES	18
	GENERAL	18
	SOFTWARE AND IT INFRASTRUCTURE.....	19
	SUPPORT & MAINTENANCE SERVICE LEVELS.....	19
	SYSTEM UPGRADE AND SYSTEM MIGRATION	20
	DELEGATED RESPONSIBILITY FOR DELIVERY OF THE SERVICES	20
9	PRACTICE RESPONSIBILITIES IN RESPECT OF THE SERVICES.....	20
	GENERAL	20
	SOFTWARE AND IT INFRASTRUCTURE.....	21
	SUB-CONTRACTED SUPPLIERS	22
	HARDWARE AND SOFTWARE SUPPORT	22
	SYSTEM UPGRADE AND SYSTEM MIGRATION	22
	PRACTICE PREMISES.....	23
10	ESCALATION AND DISPUTE RESOLUTION.....	23
	ESCALATION PROCEDURE.....	23
	DISPUTE RESOLUTION PROCEDURE	24
	NHS RESOLUTION.....	25
	EXPERT DETERMINATION	25
11	FORCE MAJEURE.....	26
12	TERMINATION OF THIS AGREEMENT	26
13	VARIATIONS.....	27
14	THIRD PARTY RIGHTS.....	28
	AGREEMENT SIGNATURE PAGE	29
	APPENDIX 1 SUMMARY OF SERVICES TABLE	30

APPENDIX 2 SUPPORT & MAINTENANCE SERVICE LEVELS.....	32
APPENDIX 3 ESCALATION PROCEDURE.....	33
APPENDIX 4 BUSINESS JUSTIFICATION FORM.....	34

1 DEFINITIONS

- 1.1 "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;
- 1.2 "Business Continuity Plan or BCP" has the meaning set out in clause 4.35;
- 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 the [NAME OF CCG] clinical commissioning group;
- 1.5 "Contractor" means the person or persons that deliver primary care services under the GP Contract at the Practice;
- 1.6 "Core Hours" means the period defined in the GP Contract as core hours during which the contractor must deliver primary care services beginning at 8.00am and ending at 6.30pm on any day from Monday to Friday except Good Friday, Christmas Day or bank holidays or as stated in the GP Contract;
- 1.7 "Core & Mandated Requirements" means the requirements for digital systems, technologies and services described in the Operating Model as necessary to deliver the GP Contract or as otherwise nationally mandated;
- 1.8 "Data Controller" means the Practice and other NHS data controller organisations as defined under the Data Protection Legislation and as set out under the Data Processing Deed;
- 1.9 "Data Processing Activities" means the Processing of Personal Data in accordance with the Data Processing Deed or a set of terms and/or agreement entered into between a Supplier, the Practice and the CCG from time to time;
- 1.10 "Data Processing Deed" means the deed entered into for the GP IT Futures Framework between a Supplier (acting as the Data Processor) and the Practice (acting as the Data Controller), which also includes NHS England, NHS Digital and the Secretary of State for Health and Social Care acting as Data Controller in exceptional circumstances;
- 1.11 "Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to or relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority;
- 1.12 "Data Processor" means the CCG or other NHS organisation or organisations commissioned by the CCG or other NHS organisation to carry out Data Processing Activities as defined under the Data Protection Legislation;

- 1.13 “Disaster Recovery Plan” means the plan that is implemented after a disaster has occurred to enable recovery of services provided under this Agreement;
- 1.14 “Dispute Resolution Procedure” means the dispute resolution procedure set out in clause 10 which the parties must follow, once they have gone through the Escalation Procedure;
- 1.15 “DSPT” means the NHS Data Security and Protection Toolkit;
- 1.16 “Effective Date” means the date this Agreement is executed by both parties;
- 1.17 “Enhanced Requirements” means the requirements for digital systems, technologies and services described in the Operating Model which may enable service transformation or productivity improvement;
- 1.18 “Escalation Procedure” means the steps taken by the parties in accordance with clause 10 and Appendix 3 should a complaint and/or dispute arise;
- 1.19 "Expert" means the independent expert appointed in accordance with clause 10.10 or 10.11 of this Agreement;
- 1.20 “Extended Operational Support Hours” means any local arrangement between the CCG and the Practice who provides additional GP Contract services outside the Core Hours, who will be provided with additional operational support during those extended hours in addition to the Operational Support Hours;
- 1.21 “Foundation Capabilities” means the set of clinical and business capabilities defined under GP IT Futures Framework as necessary to meet the minimum clinical system requirements to carry out the GP Contract functions;
- 1.22 “Foundation Solutions” means any IT solution (or group of solutions) which maps to the Foundation Capabilities;
- 1.23 "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;
- 1.24 "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 (version 4)” published March 2011 available at: www.gov.uk/government/publications/the-good-practice-guidelines-for-gp-electronic-patient-records-version-4-2011 and any successor versions;
- 1.25 "GP Contract" means a GMS Contract, PMS Agreement or APMS Contract entered into by the Contractor and NHS England or other NHS body;
- 1.26 “GP IT Assets” means all assets and rights used by the NHS and/or the CCG to provide the Services to the Practice in accordance with this Agreement but excluding any assets owned by the Practice, which includes any device, equipment, system or database that may store electronic patient identifiable data;

- 1.27 "GP IT Futures Call Off Agreement" means an agreement related to the GP IT Futures Framework Agreement pursuant to which specific GP IT Futures Services are ordered by the CCG for the Practice;
- 1.28 "GP IT Futures Catalogue" means the online catalogue commissioned by NHS Digital under the GP IT Futures Framework;
- 1.29 "GP IT Futures Framework" means the agreements between the Secretary of State for Health and Social Care and GP IT Futures Suppliers for the provision of GP IT Futures Services;
- 1.30 "GP IT Futures Data Migration Standard" means the national standards applied to data migration of GP IT Futures Services including Foundation Solutions for General Practice;
- 1.31 "GP IT Futures Services" means services purchased from the GP IT Futures Framework by CCGs for use by the Practice pursuant to this Agreement;
- 1.32 "GP IT Futures Training Standard" means the national standards applied to GP IT Futures Services;
- 1.33 "GPSoc Framework" means the digital framework commissioned by Secretary of State for Health & Social Care to Practices which is to be replaced by the GP IT Futures Framework;
- 1.34 "High Severity Incident" means an incident defined or classified as severity level 1 or 2 in accordance with the NHS Digital Severity Level Guidelines which includes Personal Data Breaches as set out in the Operating Model;
- 1.35 "High Severity Incident Support Hours" means 24 hours a day, 7 days a week;
- 1.36 "Locally Commissioned Services" means digital services locally selected, commissioned and/or directly delivered by the CCG for the purpose of such digital Services to be delivered to their locality Practices, which does not include the GP IT Futures Framework or National Digital Services;
- 1.37 "Managed GP IT Infrastructure" means all IT infrastructure, networks, hardware, software and systems which the CCG has responsibility to provide or to manage as part of the Service delivered to the Practice (either directly by the CCG or through a commissioned service);
- 1.38 "NHS or National Services" means the National Health Services of England;
- 1.39 "National Digital Services" means the national digital services commissioned centrally by the NHS and NHS Digital as listed in the Operating Model;
- 1.40 "NHS Digital" is the NHS's national information and technology body responsible for the management of the GP IT Futures Framework;
- 1.41 "NHS England" means the NHS Commissioning Board for NHS services;
- 1.42 "NHS Resolution" (formerly 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 any referred

disputes in connection with this Agreement in accordance with Section 9(6) of the National Health Service Act 2006;

- 1.43 "Operating Model" means the document titled Securing Excellence in Primary Care (GP) Digital Services: The Primary Care GP Digital Services Operating Model 2019-21 published by NHS England, including any publications of subsequent amendments and revisions from time to time;
- 1.44 "Operational Support Hours" means the core contracted hours, between 08:00 - 18:30, Monday to Friday, excluding Public Holidays or as otherwise detailed in the GP Contract;
- 1.45 "Ordering of Services" means the period between the Effective Date and the Service Commencement Date by which the CCG will order the Services under the GP IT Futures Framework to be implemented and take effect on the Service Commencement Date by the Supplier;
- 1.46 "Personal Data" shall have the meaning given in the Data Protection Legislation;
- 1.47 "Personal Data Breach" shall have the meaning given in the Data Protection Legislation;
- 1.48 "PMS Agreement" means the Personal Medical Services Agreement entered into by NHS England and a Contractor under Section 92 of the National Health Service Act 2006;
- 1.49 "Practice" means the individual, partnership or other form of legal entity holding a GP Contract to provide essential primary care services. A Practice with multiple branch sites shall constitute a single Practice. Where more than one practice operates from a shared location or shares a common database with other practices, each separate practice shall be counted as a Practice and where one or more practices merge, the resulting practice shall be counted as a single Practice;
- 1.50 "Practice Business Requirements" means the requirements for digital systems, technologies and services described in paragraph 4.3 of the Operating Model which are necessary to support the Practice's activities necessary to run the internal Practice business and governance;
- 1.51 "Practice Premises" means the address(es) specified in the GP Contract from which primary medical services are to be provided by the Contractor. These locations will be registered with the NHS Digital Organisation Data Service (ODS);
- 1.52 "Process" shall have the meaning given in the Data Protection Legislation;
- 1.53 "Selection Process" means the process to be followed in order to award and enter into a GP IT Futures Call Off Agreement as set out in the GP IT Futures Framework for the adoption of a new Foundation Solution;
- 1.54 "Services" means the digital services commissioned by the CCG and national NHS organisations for the use of the Practice to meet the requirements setup in the Operating Model and set out in the Summary of Services;

- 1.55 "Service Commencement Date" means [DATE] which is the date when the delivery of Services by the Supplier to the Practice under the GP IT Futures Framework commences;
- 1.56 "Summary of Services" has the meaning given to it in clause 4.1;
- 1.57 "Supplier" means a supplier of the Services provided to the Practice under this Agreement whether directly under the Operating Model or by any other Supplier providing IT systems, software, hardware or support to the Practice on behalf of the CCG via the Operating Model;
- 1.58 "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; and
- 1.59 "Smart Card" means a smartcard used in conjunction with a passcode, known only to the smartcard holder, which gives secure and auditable access to national and local Spine enabled health record systems.

2 BACKGROUND

- 2.1 This Agreement sets out the four main ways a Practice can obtain NHS digital services for the purpose of delivering the GP Contracts:
 - 2.1.1 NHS Digital, NHS England and other national NHS bodies are responsible for the commissioning and delivery of National Digital Services for the NHS, including general practice.
 - 2.1.2 NHS England has directed the CCG to ensure the availability and procurement of digital services to a Practice as described in the Operating Model, which describes the necessary operating arrangements, requirements, standards and leadership. The availability of digital services to a Practice includes:
 - 2.1.2.1 the GP IT Futures Framework, which the CCG may procure digital services for use by the Practice; and/or
 - 2.1.2.2 Locally Commissioned Services, which are delivered and/or commissioned by the CCG.
 - 2.1.3 The Practice may also purchase its own digital services outside of the National Digital Services, GP IT Futures Framework and Locally Commissioned Services, but when doing so it will have to adhere to the requirements set out in the Operating Model if those digital services interface with, use or access other digital services commissioned and/or provided by the CCG or other NHS bodies.
- 2.2 NHS Digital is responsible for managing the GP IT Futures Catalogue and purchasing framework offerings for CCGs and Practices to provide them with access to accredited digital services. NHS Digital is responsible for onboarding, assurance and Supplier management, which enables patient management and clinical capabilities in general practice through software application and data solutions.

- 2.3 The GP IT Futures Framework will replace the GPSoC Framework in accordance with the timeline set out in clause 3.4.
- 2.4 The CCG will work with the Practice to provide digital services to meet the Core & Mandated Requirements described in the Operating Model for the Practice using the GP IT Futures Framework, the National Digital Services and/or Locally Commissioned Services.
- 2.5 The CCG may make available digital services to meet Enhanced Requirements for the Practice, which may enable service productivity and transformational improvements. The Enhanced Requirements are a secondary requirement from the Core & Mandated Requirements.

3 GENERAL TERMS

- 3.1 These terms set out:
 - 3.1.1 the basis on which the CCG will make available the Services to Practices; and
 - 3.1.2 the Practice's responsibilities in respect of receiving the Services.
- 3.2 For the avoidance of doubt, the Services constitute all of the digital services including the GP IT Futures Framework, the National Digital Services, Locally Commissioned Services and independently selected digital services by the Practice as further described within the Operating Model.
- 3.3 These terms are a bilateral agreement between:
 - 3.3.1 each Practice (which will cover all Practice Premises for the Practice) receiving the Services; and
 - 3.3.2 the CCG providing Services to the Practice.
- 3.4 The following timeline shall apply in relation to the delivery of the GP IT Futures Framework:
 - 3.4.1 this Agreement will take effect on the Effective Date;
 - 3.4.2 within not more than 4 months from the Effective Date the CCG will undertake the Ordering of Services from the Supplier, during which time the GPSoC Framework will still apply to any Practice which currently obtains digital services under such framework;
 - 3.4.3 from the Service Commencement Date the Supplier will deliver the Services to the Practice under the GP IT Futures Framework and the GPSoC Framework will no longer apply.
- 3.5 This Agreement shall continue for as long as necessary to support the framework agreements and delivery of Services by the Supplier.
- 3.6 Where a dispute arises in respect of either party's rights and responsibilities under this Agreement which cannot be resolved by the parties in accordance with the local Escalation Procedure, the Dispute Resolution Procedure shall be invoked.

- 3.7 A CCG may choose to delegate the fulfilment of part of its responsibilities under this Agreement to a third party, as described in the Operating Model. The CCG will need to ensure that any such third party delivers the GP IT Services in line with the obligations set out in this Agreement (see 8.16). The Operating Model also sets out the responsibilities which may not be delegated by the CCG.
- 3.8 Any existing digital services funded by the CCG to the Practice prior to the Effective Date may no longer be funded and/or delivered from the Effective Date as this Agreement permits the transition of new digital services to be commissioned by the CCG to the Practice. The CCG shall have responsibility to make the decision on funding of such existing digital services with the input and collaboration of the Practice.
- 3.9 This Agreement shall be governed by and construed in accordance with English Law and subject to clause 10 of this Agreement, be subject to the exclusive jurisdiction of the English Courts.
- 3.10 The terms of this Agreement can only be varied in accordance with the provisions of clause 13.
- 3.11 In the event of a conflict between a provision of this Agreement and a provision of the GP Contract, the provisions of the GP Contract shall prevail.
- 3.12 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 GP Contract.
- 3.13 Any references to a body, organisation or agency in this Agreement shall be interpreted to include their successors.
- 3.14 If either party intends to bring a claim against a Supplier(s) pursuant to the rights and liabilities set out in the GP IT Futures Framework and/or the Data Processing Deed, the party making the claim shall in a format to be confirmed by NHS England or NHS Digital, as soon as reasonably practicable:
- 3.14.1 notify NHS Digital and NHS England of the intended claim with brief details of the reasons and sums involved;
 - 3.14.2 consult and co-operate with NHS Digital and NHS England with regard to how the claim might be conducted; and
 - 3.14.3 keep NHS Digital and NHS England up to date with information of any proposed or actual settlement sums.

4 MUTUAL RESPONSIBILITIES OF THE PARTIES

Services

- 4.1 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. This description should be reviewed at least once a year.
- 4.2 The CCG shall provide the Services identified in the Summary of Services. As a minimum, the Services shall meet the existing and future Core & Mandated Requirements for the Practice.
- 4.3 The CCG may provide, but has no obligation to provide, services which may be required to meet the Enhanced Requirements for the Practice.
- 4.4 The CCG has no obligation to provide services which may be required to meet the Practice Business Requirements for the Practice.
- 4.5 The CCG shall provide in writing an updated Summary of Services to the Practice each time it is updated.
- 4.6 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 current Summary of Services, the Practice shall agree with the CCG a revised Summary of Services.
- 4.7 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.
- 4.8 The Practice shall notify the CCG of any software and/or hardware used by the Practice, that is installed or operated on the Managed GP IT infrastructure, 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:
 - 4.8.1 provide service desk support for that software and/or hardware and include this provision in the Summary of Services;
 - 4.8.2 approve the use of the software and/or hardware but not provide service desk support;
 - 4.8.3 prohibit the use of the software and/or hardware where there is a cyber security, data security, clinical safety or infrastructure/system performance risk to the Services provided by the CCG; or
 - 4.8.4 prohibit the use of the software if the Practice does not have a valid licence or other required consent to operate the software.
- 4.9 Neither party shall allow any unsupported computer operating systems, browsers or software to be installed or connected to the Managed GP IT Infrastructure.

- 4.10 Where, as part of the Services provided to the Practice the CCG has provided IT infrastructure for public direct use e.g. via the use of public wifi in practice premises or online patient services accessed via the internet, the Practice may use these services for its Practice and Practice's staff use. Such use can occur without prior agreement from the CCG, provided that the Practice ensures it and its Practice staff comply with the required conditions for use of public access to such services.
- 4.11 Subject to clause 4.8 the Practice shall not install any hardware or software or make changes to any hardware or software configuration that is installed or operated on the Managed GP IT Infrastructure under this Agreement unless agreed by the CCG, such agreement not to be unreasonably withheld.
- 4.12 The CCG shall maintain a list of software and hardware (which can be made available on request) that may be installed or operated on the Managed GP IT Infrastructure in the Practice.
- 4.13 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.
- 4.14 The Practice shall comply with the constraints imposed by the CCG pursuant to clauses 4.8 to 4.15 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.
- 4.15 The Practice shall bear the costs (including remedial work) resulting from a failure or degradation in functionality or performance of the Managed GP IT Infrastructure relating to installing or operating software or hardware that is not approved by the CCG.
- 4.16 The parties acknowledge that:
- 4.16.1 NHS Digital through its role for the GP IT Futures Catalogue and GP IT Futures Framework (for example setting and assuring against Standards) does not assume any risk of the failure or suitability of the products and services available via the GP IT Futures Catalogue and GP IT Futures Framework, including Foundation Solutions and Other Solutions; and
- 4.16.2 Clinicians at each Practice must continue to use their own professional judgement with regards to the results generated by the products and services of the suppliers pursuant to the GP IT Futures Catalogue and GP IT Futures Framework including Foundation Solutions and Other Solutions.

Service Review

- 4.17 The CCG shall formally review the Services with the Practice at least once a year. This will include:
- 4.17.1 discussion of the performance of the Services;
- 4.17.2 discussion of the performance of any commissioned services;

- 4.17.3 implementation plans for new services;
 - 4.17.4 training requirements;
 - 4.17.5 Business Continuity Plans and High Severity Incident management arrangements;
 - 4.17.6 plans for future delivery of the Services; and
 - 4.17.7 the content of schedules provided in Appendices 1 and 2.
- 4.18 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.

GP IT Futures Framework Foundation Solution

Choice of Foundation Solution

- 4.19 Individual practices will be able to determine an accredited Foundation Solution from the GP IT Futures Framework, which meets the Foundation Capabilities.
- 4.20 Where a Practice decides to migrate to an alternative accredited Foundation Solution it shall make a request to the CCG.
- 4.21 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 Foundation Solution.
- 4.22 Where the Practice and CCG do not agree on the choice of Foundation Solution or whether the Practice should migrate from its Foundation Solution, the parties shall attempt to reach an agreed position using the Escalation Procedure and if required, the Dispute Resolution Procedure.

Selection of Foundation Solution

- 4.23 Where a change of the Practice's Foundation Solution has been agreed, the CCG and the Practice shall jointly undertake the Selection Process and mutually agree the migration plan.
- 4.24 The parties shall work together to terminate any existing contract(s) for digital services (as set out in Appendix 1) 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.
- 4.25 Pursuant to clause 4.24, if the parties agree to terminate any existing contract(s), NHS England or the CCG will be responsible for paying administrative costs for terminating any existing contract and entering into a new contract with a Supplier. The Practice will be responsible for the costs of transition to a new contract arising from any obligations under this Agreement (including in clause 7.7) as well as such costs set out in the GP IT Futures Data Migration Standard and GP IT Futures Training Standard.

Migration of Foundation Solution

- 4.26 Following the decision by the parties in clause 4.23, the CCG shall deliver the deployment and migration of data from one Foundation Capability to the other in accordance with the decision made under the Selection Process by the parties. The CCG may delegate the deployment and migration of data to a delivery partner of GP IT Futures Services.
- 4.27 The CCG and the Practice shall carry out their responsibilities in respect of the migration activities in accordance with the agreed plan and the GP IT Futures Data Migration Standard.

Other Solutions (not Foundation Solutions) for the Practice

- 4.28 The CCG will provide to the practice, in addition to the Foundation Solutions, accredited solutions from the GP IT Futures Framework Catalogue which meet the Core & Mandated Requirements. The CCG in collaboration with the Practice will determine the system capabilities from the GP IT Futures Catalogue. The CCG and the Practice shall jointly undertake the selection process. The process for this is further set out in the Operating Model.
- 4.29 The CCG may provide to the practice accredited solutions from the GP IT Futures Framework Catalogue which meet the Enhanced Requirements. The CCG in collaboration with the Practice will determine system capabilities to meet the Enhanced Requirements from the GP IT Futures Catalogue. The CCG and the Practice will jointly undertake the selection process. The process for this is further set out in the Operating Model.
- 4.30 The CCG in collaboration with the Practice may determine solutions meeting equivalent NHS accreditation standards for the non-foundation capabilities from NHS commissioned frameworks or contracts other than GP IT Futures Services.
- 4.31 The CCG will collaborate with the practice in the determination of non-foundation solutions for use by the Practice. Should the parties not agree on the determination of non-foundation solutions the parties must follow the Escalation Procedure and if required, the Dispute Resolution Procedure to resolve the dispute.

National Digital Services

- 4.32 The Practice will be provided with access to National Digital Services where applicable to the Practice function.
- 4.33 The CCG will support the deployment and use of the National Digital Services through the Services provided to the Practice under this Agreement.
- 4.34 All National Digital Services will be selected and implemented by NHS Digital or NHS England and the Practice will not be permitted to select which National Digital Service is provided.

Business Continuity, Disaster Recovery and High Severity Incident Management

- 4.35 The Practice shall develop a Business Continuity Plan (BCP) in accordance with guidance in the Operating Model, which must be approved by the CCG. The BCP must include responses to a

High Severity Incident. Should the Practice have an existing BCP which is applicable to any new or existing Service the Practice can continue using the BCP.

- 4.36 The CCG shall review the Practice BCP. The CCG may request changes to the plan to ensure that the Practice's plans align with the Operating Model and any current NHS Guidance, and ensure that it correctly reflects the parties' responsibilities (including responsibility for associated costs) under the plan. The CCG shall confirm to the Practice its agreement to the BCP.
- 4.37 The CCG and the Practice shall perform their duties as set out in the BCP should a High Severity Incident occur.
- 4.38 The CCG shall ensure the Supplier of the Services which the CCG commissions directly, develop and maintain a business continuity plan and disaster recovery plan relevant to the Services commissioned for the Practice and in accordance with the guidelines and standards referenced in the Operating Model. The Supplier's business continuity plan and disaster recovery plan must include responses to a High Severity Incident.
- 4.39 In the event of a national cyber incident (formally called by NHS England) the parties will fully cooperate and support the actions required by the Emergency Preparedness, Resilience and Response Framework (EPRR), NHS Digital and NHS England (or any party with delegated authority). This may include accessing urgent out of hours practice contacts, communication routes, and access to Practice Premises and Managed GP IT Infrastructure outside Core Hours.
- 4.40 The Practice is responsible for reporting a notifiable Personal Data Breach to the Information Commissioners Office (ICO).
- 4.41 Where the Practice independently purchases digital systems and services, it is responsible for ensuring the system or service is compliant with the standards described in the Operating Model including, but not limited to, those standards determining cyber security, data security and clinical safety.

5 CONFIDENTIALITY

- 5.1 The CCG and the Practice shall adhere to prevailing NHS security and confidentiality policies at all times including all requirements and conditions under the GP Contract.

6 DATA PROTECTION

- 6.1 All parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 6.2 The Processing of data and Personal Data between the parties and/or supplier of GP IT Futures Services, such processing which may from time to time include NHS England, NHS Digital and the Secretary of State for Health and Social Care (acting as Data Controller), shall be governed by the Data Processing Deed and the or any other data processing agreement entered into between the parties and the supplier from time to time.

7 TRAINING

- 7.1 The Practice shall carry out a training needs analysis that identifies the Practice staff that require training in the use of the Services.
- 7.2 The Practice shall ensure that all practice staff are trained to a minimum entry level standard as per the NHS IT Skills Pathway including use of relevant operating systems and office productivity software.
- 7.3 The Practice shall ensure that new staff will receive adequate training before GP IT Futures Services and National Digital Services are used.
- 7.4 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 requested to be provided from the CCG over a six month period or more as agreed by the parties.
- 7.5 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.
- 7.6 The CCG shall provide training for Practice staff in line with the agreed training plan and in accordance with the Clinical Systems Training and Optimisation requirements described in the Operating Model and as applicable with the GP IT Futures Training Standard.
- 7.7 The Practice shall make its staff available for training in accordance with the timetable agreed with the CCG or its Supplier(s) and shall be responsible for the costs of making staff available for such training, including any costs applicable to temporary staff replacement and travel costs.
- 7.8 The Practice shall maintain an up-to-date record of staff training.
- 7.9 The parties shall request and agree amendments to the training plan in line with new developments and any changing requirements from the CCG and/or the Practice.

8 CCG RESPONSIBILITIES

The CCG shall:

General

- 8.1 comply with the commissioning arrangements outlined in the Operating Model;
- 8.2 contract with Suppliers for Services as agreed in Appendix 1 to this agreement;
- 8.3 liaise with the Practice to ensure that the Practice is making best use of the technology available to it. This includes:
- 8.3.1 setting out the CCG's strategic objectives for general practice IT;
 - 8.3.2 providing information to allow the Practice to make choices about taking new services;

8.3.3 ensuring an up to date audit trail of all GP IT Assets in use at the Practice;

Software and IT Infrastructure

- 8.4 procure and deliver to the Practice the Core & Mandated Requirements as set out in clause 4.2;
- 8.5 support the software and Managed GP IT Infrastructure required to provide and deliver the Services;
- 8.6 inform the Practice of any licence restrictions contained in the terms under which the software is licensed to the CCG and/or Practice by the relevant Supplier;
- 8.7 ensure that the Managed GP IT Infrastructure is provided, upgraded and maintained in line with the refresh programmes and plans set out in the Operating Model;
- 8.8 comply with patch management, operating system updates, anti-virus definition updates and other cyber security controls on all Managed GP IT Infrastructure as defined in the Operating Model;
- 8.9 prohibit any unsupported computer operating systems browsers, software or hardware to be installed or connected to the Managed GP IT Infrastructure;
- 8.10 be responsible for the secure and legal removal and disposal of redundant GP IT Assets and any data they contain;
- 8.11 provide the equipment to support the Practice's use of Smart Cards;

Support & Maintenance Service Levels

- 8.12 perform and/or procure the Services to meet or exceed the Support & Maintenance Service Levels;
- 8.13 ensure Services are provided with a minimum availability of:
 - 8.13.1 Operational Support Hours – for Enabling Requirements identified in the Operating Model requiring Operational Support Hours availability;
 - 8.13.2 Extended Operational Support Hours – for Enabling Requirements identified in the Operating Model subject to locally agreed requirements on hours of service availability, practice premises, applications and Services;
 - 8.13.3 Standard Service Hours – for Enabling Requirements identified in the Operating Model requiring Standard Service Hours availability;
 - 8.13.4 High Severity Incident Support Hours – as required in the Operating Model;

System Upgrade and System Migration

- 8.14 fulfil its obligations in respect of the implementation, assurance and acceptance of the upgrade and/or migration of GP IT Futures Services in accordance with the project plan agreed with the Practice and the relevant Suppliers;
- 8.15 undertake its responsibilities in accordance with the current version of the GP IT Futures Data Migration Standard and the project plan agreed with the Practice and the relevant Suppliers; and

Delegated Responsibility for Delivery of the Services

- 8.16 ensure that any third party providing the Services on behalf of the CCG must deliver the Services in accordance with the CCG's obligations and responsibilities under this Agreement.

9 PRACTICE RESPONSIBILITIES IN RESPECT OF THE SERVICES

The Practice shall:

General

- 9.1 have regard to the current version of the Good Practice Guidelines;
- 9.2 comply with the applicable accountabilities and responsibilities outlined in the Operating Model;
- 9.3 regularly review, identify and improve processes which have caused breaches or near misses, or which force staff to use alternative IT processes which may compromise data security or clinical safety;
- 9.4 comply with end user terms and conditions of the Supplier (which have been accepted by the CCG on behalf of the Practice) for the use of any application or system provided to the Practice under this Agreement which may be in relation to National Digital Services, GP IT Futures Framework or Locally Commissioned Services;
- 9.5 work with the CCG to support the NHS local and national strategic objectives and policies for information management and technology relevant to primary care as and when published;
- 9.6 identify a named partner, board member or equivalent senior employee to be responsible for all IT matters including data and cyber security in the Practice;
- 9.7 identify a named individual as the Data Protection Officer (DPO) for the Practice as required under the Data Protection Legislation. This function may be shared with other practices but each practice must appoint their own named DPO;
- 9.8 fully cooperate with an on-site cyber and data security assessment if invited to do so and will act on the outcome of that assessment, including implementing any recommendations where applicable to the Practice;

- 9.9 provide urgent out of hours contacts and communication routes as well as access to the Practice Premises, digital systems and equipment outside Core Hours as necessary to support any High Severity Incident;
- 9.10 use every reasonable endeavour to protect Suppliers' intellectual property rights in respect of the systems and software provided by the CCG;
- 9.11 involve the Local Medical Committee in IM&T matters, as appropriate;
- 9.12 consult with the CCG on any developments, including developments in practice services, workforce and practice premises which will impact on the Services, Managed GP IT Infrastructure or GP IT Futures Services;
- 9.13 complete an annual DSPT submission in accordance with the requirements under the Operating Model;

Software and IT Infrastructure

- 9.14 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 NHS, CCG and/or the Practice by the relevant Supplier;
- 9.15 only use the GP IT Futures Services while it is covered by a valid licence and Data Processing Deed with the Supplier;
- 9.16 comply with all Supplier issued end user terms and conditions of use for any Services as referred to in clause 9.4;
- 9.17 not try to gain access to those GP IT Futures Services which are not authorised or configured for such use by the CCG or the Supplier;
- 9.18 not permit any third party access or use of the Managed GP IT Infrastructure without prior written agreement from the CCG (this does not apply to third party health care professionals contracted to personally provide professional clinical services as part of the Practice's delivery of the GP Contract);
- 9.19 not attempt to disable, amend or tamper with any audit trail or security features that form part of the GP IT Futures Services or the Managed GP IT Infrastructure;
- 9.20 install recommended software upgrades and patches in accordance with the CCG's or the relevant Supplier's requirements where the Practice has control of the relevant IT infrastructure;
- 9.21 maintain IT equipment in an environment suitable for the sustainability of such equipment and in accordance with the Supplier's recommendations and requirements described in the Operating Model;

Sub-Contracted Suppliers

- 9.22 subject to the conditions on sub-contracting of clinical matters within the GP Contract, where the Practice uses a sub-contractor for particular digital services, the Practice may request from the CCG approval for the sub-contractor to obtain access to use the Services provided to the Practice under this Agreement;
- 9.23 at the discretion of the CCG, not to be unreasonably withheld, the sub-contractor can be given access to use Services available to the Practice under this Agreement providing that:
- 9.23.1 the Practice can provide documented contractual assurance that the sub-contractor will adhere to the obligations and conditions for the Practice defined in this Agreement and in the Operating Model; and
 - 9.23.2 the CCG is assured that the cost of providing services to the practice is proportionate to other contractors the CCG provides similar Services to (based on a cost per registered patient basis) and that funded digital services are not duplicated for the Practice;

Hardware and Software Support

- 9.24 log all faults and technical issues in accordance with the procedures and standards set out in the Operating Model;
- 9.25 report promptly any loss or degradation of the Services in accordance with the procedures set out by the CCG and Supplier;
- 9.26 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;
- 9.27 where remote technical support is provided by the CCG or its Suppliers, allow appropriate access to the systems;
- 9.28 comply with all reasonable instructions and requests, such as access to particular staff to resolve a technical problem;

System Upgrade and System Migration

- 9.29 fulfil its obligations in respect of the implementation, assurance and acceptance of the upgrade and/or migration of GP IT Futures Services in accordance with the project plan agreed with the CCG and the relevant Suppliers;
- 9.30 identify existing third party software which it requests that the Supplier interfaces with the GP IT Futures Services;
- 9.31 undertake its responsibilities in accordance with the current version of the GP IT Futures Data Migration Standards published by NHS Digital and the project plan agreed with the CCG and the relevant Suppliers;

Practice Premises

- 9.32 allow the CCG, its agents and Suppliers access to the Practice Premises and the Managed GP IT Infrastructure during Operational Support Hours and otherwise on reasonable notice for the purposes of fulfilling their obligations in respect of the Services;
- 9.33 provide urgent out of hours contacts, communication routes, and access to Practice Premises and Managed GP IT Infrastructure outside Core Hours as required under clause 4.39;
- 9.34 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;
- 9.35 ensure that it has adequate security measures in place in the Practice's Premises and consults the CCG and the relevant Supplier for advice relating to the GP IT Managed infrastructure;
- 9.36 at all times ensure that adequate security arrangements are in place in the Practice Premises in order to protect NHS owned equipment;
- 9.37 follow 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 as requested by the CCG and the Supplier;
- 9.38 ensure that it has taken reasonable precautions to ensure that NHS and Supplier owned equipment is protected from theft and malicious damage. It is the Practice's responsibility to inform their insurers that IT equipment will be on their premises. Practices are advised to insure practice-owned IT equipment. Practices are advised to ensure cover for the consequences of any loss arising from GP IT Futures Services or Managed GP IT Infrastructure failure or defect;
- 9.39 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 and/or by the Practice; and
- 9.40 provide supporting services within the Practice Premises for NHS owned and Supplier owned equipment to operate safely and effectively including power supplies, safety testing of equipment, secure areas for IT communications and server equipment as directed including climate control and fire suppression where required.

10 ESCALATION AND DISPUTE RESOLUTION

Escalation Procedure

- 10.1 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.

- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 Prior to initiating the Dispute Resolution Procedure the parties shall:
- 10.6.1 reasonably demonstrate why the dispute cannot be resolved without escalation to the next level in the escalation procedure; and
 - 10.6.2 take account of any ongoing dispute under the GPSoC Framework Agreement or the GP IT Futures Call Off Agreement as applicable 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 the GP IT Futures Call Off Agreement, or join the resolution process under the relevant agreement.

Dispute Resolution Procedure

- 10.7 In respect of unresolved disputes, the parties shall follow one of the following routes of dispute resolution as applicable:
- 10.7.1 if the Practice has elected to be regarded as (or in the case of a Practice with a PMS Agreement or APMS 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
 - 10.7.2 if the Practice has not elected to be regarded as (or in the case of a Practice with a PMS Agreement or APMS 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 10.10 to 10.15.
- 10.8 The parties shall continue to comply with the terms of this Agreement during the ongoing dispute and determination of the dispute.

NHS Resolution

- 10.9 NHS Resolution 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 in accordance with any directions issued to it by the Secretary of State, including any relevant Regulations.

Expert Determination

- 10.10 If the parties are to resolve a dispute through Expert determination, then the parties shall first agree on the appointment of an independent Expert.
- 10.11 To the extent the parties are unable to agree on the Expert within 10 working days of either party giving written notice to the other party that it intends to refer the dispute to an Expert for determination, then an Expert shall be appointed:
- 10.11.1 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
 - 10.11.2 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.
- 10.12 The Expert appointed shall act on the following basis:
- 10.12.1 the Expert shall act as an expert and not as an arbitrator and shall act fairly and impartially;
 - 10.12.2 the Expert's determination shall, in the absence of material failure by the Expert, be final and binding on the parties; and
 - 10.12.3 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 reasonably practical thereafter. The parties shall provide such documentation and/or information as the Expert shall require for the purposes of the determination.
- 10.13 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.
- 10.14 The process shall be conducted in private and shall be confidential.
- 10.15 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.
- 10.16 The parties shall continue to comply with the terms of this Agreement during the ongoing dispute and determination of the dispute.

11 FORCE MAJEURE

11.1 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.

11.2 For the purposes of these terms, a **Force Majeure Event** means:

11.2.1 war, civil war, armed conflict or terrorist attack arising within and affecting the United Kingdom; or

11.2.2 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

11.2.3 fire and explosion; or

11.2.4 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

11.2.5 a national emergency declared by Her Majesty's Government.

11.3 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 BCP agreed in accordance with clause 4.35 but has failed to do so.

12 TERMINATION OF THIS AGREEMENT

12.1 Subject to the provisions of clause 12.2, this Agreement may only be terminated in the following circumstances:

12.1.1 upon termination of the GP Contract;

12.1.2 if the Practice ceases to exist (not in the circumstance a new practice is created in accordance with clause 12.4);

12.1.3 if the Practice is no longer within the jurisdiction of the CCG with whom the Agreement was signed; or

12.1.4 if the parties mutually agree to terminate this Agreement.

12.2 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.

- 12.3 The CCG shall notify NHS Digital within 5 days of the termination of this Agreement and the parties shall work together to agree what action needs to be taken in respect of any commitments under the GP IT Futures Framework and GP IT Futures Call Off Agreement in respect of the Practice. Costs for termination under the GP IT Futures Framework shall be paid by the CCG. Any action plan agreed by both parties in relation to termination of this Agreement will include activities, obligations and responsibilities of the parties for any data extraction, data transfer, data archiving or other data processing activities as agreed by the parties.
- 12.4 The CCG shall notify NHS England within 5 days of the termination of this Agreement and the parties shall work together to agree what action needs to be taken in respect of any commitments under the Operating Model.

13 VARIATIONS

- 13.1 Appendix 1 (Summary of Services Table), Appendix 2 (Support & Maintenance Service Levels) and Appendix 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 prevail to the extent of the inconsistency.
- 13.2 Other than changes to Appendices 1, 2, 3 and 4, no change to this Agreement shall be made by either the CCG or the Practice unless the change is agreed by the parties and approved by NHS England.
- 13.3 Where there is a need to introduce national variations to this Agreement in order to take account of changing IM&T requirements, NHS England will make the necessary changes and publish a revised version of this Agreement. The CCG and the Practice commit to working 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.
- 13.4 Where the Practice merges or becomes associated with another practice in its locality (**the new practice**), the Practice will ensure that this Agreement is varied as a deed in accordance with this clause 13 and a new signature page is annexed to this Agreement in so far as if the new practice was a party to this Agreement at the date it was entered into as stated at the beginning of this Agreement.
- 13.5 Where the contracting CCG merges or becomes associated with another CCG (**the new CCG**), this Agreement will automatically transfer to the merged CCG as if the new CCG was a party to this Agreement at the date it was entered into as stated at the beginning of this Agreement.

14 THIRD PARTY RIGHTS

- 14.1 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.

Details of Service and Provider(s)	
Core and Mandated Requirements	
Essential clinical system capabilities Foundation capabilities	<p>The practice receives the following GP IT Futures Foundation Solution(s) which meet the GP IT Futures Foundation Capabilities as defined in the GP IT Futures Framework:</p> <ul style="list-style-type: none"> ☐ [Name of provider(s)] ☐ [Name of service(s)] ☐ [Service commencement date(s)]
Essential clinical system capabilities Non-Foundation capabilities	<p>The practice receives the following GP IT Futures Framework Services which meet the GP IT Futures non-foundation capabilities as defined in the GP IT Futures Framework and defined as essential clinical system capabilities in the Operating Model:</p> <ul style="list-style-type: none"> ☐ [Name of provider(s)] ☐ [Name of service(s)] ☐ [Service commencement date(s)]

National digital services	The practice receives the national digital services as described in the Operating Model
Enabling Requirements	The practice receives GP IT Services which meet the core & mandated enabling requirements as described in the Operating Model from: <input type="checkbox"/> [Name of provider(s)] <input type="checkbox"/> [Name of services(s)] <input type="checkbox"/> [Service commencement date(s)]
Enhanced Requirements	
Productive and transformational capabilities	The practice receives the following services which meet the enhanced capabilities as described in the Operating Model: <input type="checkbox"/> [Name of provider(s)] <input type="checkbox"/> [Name of services(s)] <input type="checkbox"/> [Service commencement date(s)]
Enabling Requirements	The practice receives additional GP IT Services as necessary to support services provided to meet the services provided to meet the enhanced capabilities as described in the Operating Model: <input type="checkbox"/> [Name of provider(s)] <input type="checkbox"/> [Name of services(s)] <input type="checkbox"/> [Service commencement date(s)]

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. Further guidance and applicable standards can be found in the Operating Model.

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.

Appendix 4 Business Justification Form

Business Justification Form Guidance and Example for Migration of GP IT Futures Framework Services